

**CASE**

**NUMBER:**

99-073

INDEX FOR CASE: 99-073 ✓  
KENTUCKY RSA #1 PARTNERSHIP  
Construct  
CELL SITE - LYNNVILLE - FARMINGTON

IN THE MATTER OF THE APPLICATION OF KENTUCKY RSA NO. 1  
PARTNERSHIP FOR ISSUANCE OF A CERTIFICATE OF PUBLIC  
CONVENIENCE AND NECESSITY TO CONSTRUCT AN ADDITIONAL CELL  
FACILITY IN THE KENTUCKY RURAL SERVICE AREA NO. 1 WHICH  
INCLUDES FULTON, HICKMAN, CARLISLE, BALLARD, MCCRACKEN,  
GRAVES, MARSHALL AND CALLOWAY COUNTIES IN KENTUCKY  
(THE LYNNVILLE CELL FACILITY)

SEQ NBR	ENTRY DATE	REMARKS
M0001	02/15/99	BRENT RICE / KENTUCKY RSA NO. 1-RECEIPTS FOR CORRESPONDENCE FORWARDED VIA CERTIFIED MAIL
0001	03/03/99	Application.
0002	03/04/99	Acknowledgement letter.
0003	03/11/99	No deficiencies letter
0004	05/06/99	Final Order granting a Certificate to construct & operate Lynnville cell site.



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**

730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

CERTIFICATE OF SERVICE

RE: Case No. 99-073  
KENTUCKY RSA #1 PARTNERSHIP

I, Stephanie Bell, Secretary of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the following by U.S. Mail on May 6, 1999.

Parties of Record:

Honorable W. Brent Rice  
Attorney at Law  
McBrayer, McGinnis,  
Leslie & Kirkland PLLC  
163 West Short Street  
Suite 300  
Lexington, KY. 40507 1361

  
Secretary of the Commission

SB/hv  
Enclosure

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY RSA NO. 1 PARTNERSHIP )  
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC )  
CONVENIENCE AND NECESSITY TO CONSTRUCT AN )  
ADDITIONAL CELL FACILITY IN THE KENTUCKY RURAL )  
SERVICE AREA NO. 1 WHICH INCLUDES FULTON, ) CASE NO.  
HICKMAN, CARLISLE, BALLARD, MCCRACKEN, ) 99-073  
GRAVES, MARSHALL, AND CALLOWAY COUNTIES IN )  
KENTUCKY CASE NO. 99-073 )  
(THE LYNNVILLE CELL FACILITY) )

O R D E R

On March 3, 1999, Kentucky RSA No. 1 Partnership filed an application seeking a Certificate of Public Convenience and Necessity to build and operate a cellular radio telecommunications system for Rural Service Area No. 1 ("RSA No. 1"). RSA No. 1 includes Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall, and McCracken counties. Kentucky RSA No. 1 Partnership has requested authorization to construct a cell site in Graves County. Kentucky RSA No. 1 Partnership was previously granted authority to operate a cellular radio telecommunications system in RSA No. 1 in Case No. 92-107.<sup>1</sup>

The proposed cell site consists of a 285-foot or less guyed antenna tower to be located approximately one quarter mile southwest of the intersection of Kentucky Highway

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<sup>1</sup> Case No. 92-107, Application of Kentucky RSA No. 1 Partnership for Issuance of a Certificate of Public Convenience and Necessity to Construct an Additional Cell Facility in Kentucky Rural Service Area No. 1 (Draffenville Cell Facility).

97 and Kentucky Highway 94 in Graves County, Kentucky ("the Lynnville cell site"). The coordinates for the Lynnville cell site are North Latitude 36° 34' 49" by West Longitude 88° 31' 45".

Kentucky RSA No. 1 Partnership has provided information regarding the structure of the tower, safety measures, and antenna design criteria for the Lynnville cell site. Based upon the application, the design of the tower and foundation conforms to applicable nationally recognized building standards, and a Registered Professional Engineer has certified the plans.

Pursuant to KRS 807 KAR 5:063, Section 1, Kentucky RSA No. 1 Partnership notified the Graves County Judge/Executive of the pending construction. Kentucky RSA No. 1 Partnership has filed applications with and received approvals from the Federal Aviation Administration and the Kentucky Airport Zoning Commission for the construction and operation of the Lynnville cell site.

Kentucky RSA No. 1 Partnership has filed notices verifying that each person who owns property within 500 feet of the Lynnville cell site has been notified of the pending construction. The notice solicited any comments and informed the property owners of their right to intervene. In addition, notices were published in a newspaper of general circulation in Graves County and were posted in a visible location on the proposed site and on the nearest public road. The posted notices remained posted for at least two weeks after Kentucky RSA No. 1 Partnership's application was filed. To date, no intervention requests have been received.

Pursuant to KRS 278.280, the Commission is required to determine proper practices to be observed when it finds, upon complaint or on its own motion, that the facilities of any utility subject to its jurisdiction are unreasonable, unsafe, improper, or insufficient. To assist the Commission in its efforts to comply with this mandate, Kentucky RSA No. 1 Partnership should notify the Commission if it does not use this antenna tower to provide cellular radio telecommunications services in the manner set out in its application and this Order. Upon receipt of such notice, the Commission may, on its own motion, institute proceedings to consider the proper practices, including removal of the unused antenna tower, which should be observed by Kentucky RSA No. 1 Partnership.

The Commission, having considered the evidence of record and being otherwise sufficiently advised, finds that Kentucky RSA No. 1 Partnership should be granted a Certificate of Public Convenience and Necessity to construct and operate the Lynnville cell site in RSA No. 1 under its previously approved tariff.

IT IS THEREFORE ORDERED that:

1. Kentucky RSA No. 1 Partnership is granted a Certificate of Public Convenience and Necessity to construct and operate the Lynnville cell site.
2. Kentucky RSA No. 1 Partnership shall immediately notify the Commission in writing, if, after the antenna tower is built and utility service is commenced, the tower is not used for a period of 3 months in the manner authorized by this Order.

Done at Frankfort, Kentucky, this 6th day of May, 1999.

By the Commission

ATTEST:

  
Executive Director

**McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC**

163 WEST SHORT STREET

SUITE 300

LEXINGTON, KENTUCKY 40507-1361

606-231-8780

FACSIMILE 606-231-6518

REAL ESTATE FAX 606-255-9777

WWW.MMLK.COM

W. TERRY McBRAYER  
JOHN R. MCGINNIS  
PHILLIP BRUCE LESLIE \*  
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GREENUP, KENTUCKY 41144-0347  
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FACSIMILE 606-473-9003

300 STATE NATIONAL  
BANK BUILDING  
P. O. BOX 1100  
FRANKFORT, KENTUCKY 40602-1100  
502-223-1200  
FACSIMILE 502-227-7385

DIRECTOR OF GOVERNMENTAL RELATIONS  
MIKE HELTON  
STATE NATIONAL BANK BUILDING  
305 ANN STREET  
SUITE 308  
FRANKFORT, KENTUCKY 40601-2847  
502-875-1176  
FACSIMILE 502-226-6234

March 11, 1999

RECEIVED

MAR 15 1999

PUBLIC SERVICE  
COMMISSION

Ms. Helen C. Helton, Executive Director  
Public Service Commission  
730 Schenkel Lane  
Frankfort, KY 40602

RE: **Kentucky RSA No. 1 Partnership - PSC Case No. 99-073**  
**(The Lynnville Facility)**

Dear Ms. Helton:

Please find enclosed the originals and six copies each of return receipts for correspondence forwarded via certified mail, return receipt requested, to the Graves County Judge Executive and all property owners within 500' of the proposed facility referenced above. The following property owner has been notified:

John B. Boyd  
Elizabeth A. Boyd  
1205-97 South  
Farmington, KY 42040

Please file the enclosed with the Commission at your earliest convenience. Thank you for your attention to this matter.

Sincerely,



W. Brent Rice  
Counsel for Kentucky RSA No. 1  
Partnership

WBR/dkw  
Enclosures

Z 463 757 859

US Postal Service  
**Receipt for Certified Mail**

No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Sent to	
John B. Boyd	
Street & Number Elizabeth A. Boyd	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	3/3/99 4335-125

PS Form 3800, April 1995

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

John B. Boyd  
Elizabeth A. Boyd  
1205-97 South  
Farmington, KY 42040

4a. Article Number

Z 463 757 859 (4335-125)

4b. Service Type

- Registered  Certified
- Express Mail  Insured
- Return Receipt for Merchandise  COD

7. Date of Delivery

3-5-99

5. Received By: (Print Name)

JOHN BOYD

6. Signature: (Addressee or Agent)

X John Boyd

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt

Thank you for using Return Receipt Service.

Z 463 757 858

US Postal Service  
**Receipt for Certified Mail**

No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Sent to	
Hon. Tony Smith	
Street & Number Graves County Judge	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	3/3/99 4335-125

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- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Hon. Tony Smith  
Graves County Judge Executive  
Courthouse  
100 E. Broadway  
Mayfield, KY 42066

4a. Article Number

Z 463 757 858 (4335-125)

4b. Service Type

- Registered  Certified
- Express Mail  Insured
- Return Receipt for Merchandise  COD

7. Date of Delivery

3-5-99

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X Wade Courtney

8. Addressee's Address (Only if requested and fee is paid)

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PS Form 3800, April 1995

Is your RETURN ADDRESS completed on the reverse side?	<b>SENDER:</b> <input type="checkbox"/> Complete items 1 and/or 2 for additional services. <input type="checkbox"/> Complete items 3, 4a, and 4b. Print your name and address on the reverse of this form so that we can return this to you. Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.	I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
	3. Article Addressed to: <b>Hon. Tony Smith Graves County Judge Executive Courthouse 100 E. Broadway Mayfield, KY 42066</b>	4a. Article Number <b>Z 463 757 858 (4335-125)</b>
	5. Received By: (Print Name)	4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD
	6. Signature: (Addressee or Agent) <b>X [Signature]</b>	7. Date of Delivery <b>3-5-99</b>
		8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 102595-98-B-0229 Domestic Return Receipt

Thank you for using Return Receipt Service.

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	3. Article Addressed to: <b>John B. Boyd Elizabeth A. Boyd 1205-97 South Farmington, KY 42040</b>	4a. Article Number <b>Z 463 757 859 (4335-125)</b>
	5. Received By: (Print Name) <b>JOHN BOYD</b>	4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD
	6. Signature: (Addressee or Agent) <b>X [Signature]</b>	7. Date of Delivery <b>3-5-99</b>
		8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 102595-98-B-0229 Domestic Return Receipt

Thank you for using Return Receipt Service.



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**

730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

March 11, 1999

Honorable W. Brent Rice  
Attorney at Law  
McBrayer, McGinnis,  
Leslie & Kirkland PLLC  
163 West Short Street  
Suite 300  
Lexington, KY. 40507 1361

RE: Case No. 99-073  
KENTUCKY RSA #1 PARTNERSHIP

The Commission staff has reviewed your application in the above case and finds that it meets the minimum filing requirements. Enclosed please find a stamped filed copy of the first page of your filing. This case has been docketed and will be processed as expeditiously as possible.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,  
*Stephanie Bell*

Stephanie Bell  
Secretary of the Commission

SB/hv  
Enclosure

**McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC**

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SUITE 300

LEXINGTON, KENTUCKY 40507-1361

606-231-8780

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WATSON CLAY (1908-1985)  
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MAIN & HARRISON STREETS  
P. O. BOX 347  
GREENUP, KENTUCKY 41144-0347  
606-473-7303  
FACSIMILE 606-473-9003

300 STATE NATIONAL  
BANK BUILDING  
P. O. BOX 1100  
FRANKFORT, KENTUCKY 40602-1100  
502-223-1200  
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DIRECTOR OF GOVERNMENTAL RELATIONS  
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March 3, 1999

**FILED**

MAR - 3 1999

**PUBLIC SERVICE  
COMMISSION**

**RECEIVED**

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**PUBLIC SERVICE  
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Ms. Helen C. Helton, Executive Director  
Public Service Commission  
730 Schenkel Lane  
Frankfort, KY 40602

**HAND DELIVERED**

**RE: Application of Kentucky RSA No. 1 Partnership for Issuance of a Certificate of Public Convenience and Necessity to Construct an Additional Cell Facility in the Kentucky Rural Service Area No. 1 Which Includes Fulton, Hickman, Carlisle, Ballard, McCracken, Graves, Marshall and Calloway Counties in Kentucky Case No. 99-073 (The Lynnville Cell Facility)**

Dear Ms. Helton:

Please be advised that the undersigned represents Kentucky RSA No. 1 Partnership in regard to the above-referenced application which I am filing on its behalf today with the Commission.

Pursuant to KRS 278.020(1) you will find enclosed for filing the original and five copies of the application. Additionally, three (3) Site Plans and Surveys are submitted with the application. Any comments or questions in regard to the application should be forwarded to the undersigned.

Thank you for your assistance in this matter.

Sincerely,



W. Brent Rice  
Counsel for Kentucky RSA  
No. 1 Partnership

WBR/dkw  
Enclosures



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**

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March 4, 1999

Honorable W. Brent Rice  
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163 West Short Street  
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Lexington, KY. 40507 1361

RE: Case No. 99-073  
KENTUCKY RSA #1 PARTNERSHIP  
(Construct) CELL SITE - LYNNVILLE - FARMINGTON

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received March 3, 1999 and has been assigned Case No. 99-073. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Bell".

Stephanie Bell  
Secretary of the Commission

SB/jc

**McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC**

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Ms. Helen C. Helton, Executive Director  
Public Service Commission  
730 Schenkel Lane  
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**HAND DELIVERED**

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Thank you for your assistance in this matter.

Sincerely,



W. Brent Rice  
Counsel for Kentucky RSA  
No. 1 Partnership

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BEFORE THE PUBLIC SERVICE COMMISSION

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In the Matter of:

APPLICATION OF KENTUCKY RSA NO. 1 )  
PARTNERSHIP FOR ISSUANCE OF A )  
CERTIFICATE OF PUBLIC CONVENIENCE AND )  
NECESSITY TO CONSTRUCT AN ADDITIONAL )  
CELL FACILITY IN THE KENTUCKY RURAL )  
SERVICE AREA NO. 1 WHICH INCLUDES )  
FULTON, HICKMAN, CARLISLE, BALLARD, )  
McCRACKEN, GRAVES, MARSHALL AND )  
CALLOWAY COUNTIES IN KENTUCKY )  
(THE LYNNVILLE CELL FACILITY) )

Case No. 99-073

APPLICATION

Kentucky RSA No. 1 Partnership, a Delaware general partnership ("Applicant") applies for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility to serve the customers of its cellular radio telecommunications system in the Kentucky Rural Service Area No. 1 (the "Kentucky RSA No. 1). In support of this Application, Applicant, respectfully states that:

1. Its complete name, address and telephone number are: Kentucky RSA No. 1 Partnership, c/o GTE Wireless of the South Incorporated, General Partner, 245 Perimeter Center Pkwy., Atlanta, Georgia 30346 (770)391-8000.

2. The Applicant is a limited partnership whose general partner is GTE Wireless of the South Incorporated, a Virginia corporation. A copy of the agreement establishing the partnership is filed in Public Service Commission Case No. 92-040. Contel Cellular of Kentucky, Inc. was subsequently substituted as the general partners in place of Contel Cellular of Louisville, Inc.

Certified copies of the Certificate of Authority and related amendments thereto, including Articles of Incorporation and Articles of Merger under the name Contel Cellular of Kentucky, Inc. have been provided to the Commission in Case No. 93-155. In Case No. 97-433 the Commission approved the reorganization of various operating companies and subsidiaries of GTE Corporation, including GTE Wireless of the South Incorporated (formerly known as Contel Cellular of Kentucky, Inc.).

3. The applicant proposes to construct an additional cellular telephone communicating facility in Graves County, Kentucky situated in the Kentucky Rural Service Area No. 1 (the "Cell Facility"). The Cell Facility will be comprised of a 285' guyed tower with attached antennas extending upwards for a total height of 300' and an equipment shelter. The equipment shelter will contain the transmitters and receivers required to connect the cell facility with cellular telephone users, which will link the Cell Facility with Applicant's other cells. The Cell Facility will be fenced with a secured access gate. Three (3) Site Plans and Surveys are being submitted with this Application. A detailed description of the manner in which the Cell Facility will be constructed is included on the Site Plan (scale: 1" = 40'). A reduced copy of the Survey and Site Plan is attached as Exhibit A. The Site Plan is signed and sealed by David B. Granger, a professional engineer registered in Kentucky and it depicts the proposed location of the tower and all easements and existing structures on the property on which the tower will be located. A vertical tower profile and its foundation, each signed and sealed by a professional engineer registered in Kentucky are attached as Exhibit B. The tower design plans include a description of the standard according to which the tower was designed.

4. A geotechnical investigation report performed by Geotech Engineering and Testing, Inc., dated December 2, 1998 is attached as Exhibit C. The geotechnical investigation report is

signed and sealed by Christopher N. Farmer, P.E., a professional engineer registered in Kentucky.

The geotechnical investigation report includes boring logs, foundation design recommendations, and a finding as the proximity of the proposed site to flood hazard areas.

5. As noted on the Survey attached as Exhibit A, the surveyor has determined that the site is not within any FIA flood hazard area.

6. The possibility of a strong ground shaking has been considered in the design of this guyed tower. Formulas are given in codes for earthquake loading. The formulas are for lateral loads, and they take into account the seismic zone, ground motion and structure. The two most important components of the structure are its weight and shape. Applying all of the factors to the formula, the resultant earthquake load is less than the design wind load. Seismic loading has been considered in the design of this tower, although it is regarded as secondary to the wind loading.

Even if the tower would fall as result of an earthquake, it should not damage any occupied buildings. In the event of failure of the tower mast, all of the debris will most likely lie within a circle whose center is the tower base and whose radius is no more than 60% of the tower height.

7. Similarly, the possibility of a strong wind has been considered in the design of this tower. It has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. This tower has been designed in accordance with the Electronic Industries Association ("EIA") Standard RS-222E, which has been accepted and approved by ANSI and is a nationally recognized tower design standard. The ANSI/EIA standard utilizes a "stepped" wind loading in tower design. This means that a standardized wind speed (the "basic wind speed") is applied to the tower structure at the 33-foot level and then is "increased" with increments of tower height. In this case, the design

wind speed is 75 mph. Using the appropriate wind speed for each antenna level, the thrust of the antenna and its corresponding waveguide load are applied to the tower structure for maximum member loads.

8. Personnel directly responsible for the design and construction of the proposed tower are qualified and experienced. The soil testing and part of the foundation design was performed by Geotech Engineering and Testing, Inc. under the supervision of Christopher N. Farmer, P.E., a registered professional engineer in the Commonwealth of Kentucky. His specialty is geotechnical engineering which includes sub-surface exploration and foundation design. He has served as project and principal engineer on various projects similar to the applicant's. These projects include construction, tower crane foundations, and nexrad doppler radar towers, other mobile telephone towers and elevated water towers. Foundation types for these towers have included drilled piers, auger-cast piles, driven piles and spread footings. Design of the tower and foundation was performed by Pirod, Inc. of Plymouth, Indiana. The applicant uses qualified installation crews and site inspectors for construction of its towers.

9. The public convenience and necessity require the construction of this additional Cell Facility. The additional Cell Facility is essential to improve service to Applicant's current customers in that transmission and reception "weak spots" within the area to be covered by the Cell Facility will be substantially reduced. The Cell Facility will also increase the system's capacity to meet the increasing demands for cellular service in the Kentucky Rural Service Area No. 1. A map of the area in which the tower is proposed to be located, that is drawn to scale and that clearly depicts the necessary search area within which a site should be located as determined by the applicant's radio

frequency engineers is attached as exhibit D.

The process that was used in selecting the site for the proposed Cell Facility by the applicant's radio frequency engineers was consistent with the process used for selecting generally all other existing cell facilities within the Kentucky Rural Service Area No. 1. The engineers used computer programs to locate cell sites that will enable the cell facilities to serve the Federal Communications Commission certificated territory without extending beyond its approved boundary and to meet other mandates of the Commission. The engineers select the optimum site in terms of elevation and location to provide the best quality service to customers in the service area.

It is imperative that the proposed Cell Facility be constructed to allow Applicant to meet its licensing requirements as mandated by the Federal Communications Commission and to further meet the increasing demands for cellular service in the Kentucky Rural Service Area No. 1.

10. The Cell Facility will serve an area totally within Applicant's current service area in the Kentucky Rural Service Area No. 1.

11. Since the proposed Cell Facility will serve only the Kentucky Rural Service Area No. 1, no further approvals by the Federal Communications Commission ("FCC") are required. See 47 C.F.R. §24.11(b), "[b]lanket licenses are granted for each market and frequency block. Applications for individual sites are not required and will not be accepted."

12. The Federal Aviation Administration ("FAA") determined on December 17, 1998 that the proposed construction would not exceed FAA obstruction standards and would not be a hazard to air navigation. The determination from the FAA is attached as Exhibit E. The Kentucky Airport Zoning Commission ("KAZC") determined on January 29, 1999 that Applicant's application for a permit to construct the proposed facility was approved. A copy of the KAZC determination

is attached as Exhibit F.

13. The proposed location of the tower is not within a jurisdiction that has adopted planning and zoning regulations in accordance with KRS Chapter 100. Applicant has notified the Graves County Judge Executive, by certified mail, return receipt requested, of the proposed construction. Applicant included in the notice the Commission Docket Number under which the application will be processed and informed said person of his right to request intervention. A copy of the notice is attached as Exhibit G.

14. The Cell Facility will be located in close proximity to Lynnville and Tri-City, Graves County, Kentucky. The site is located approximately one quarter mile southwest of the intersection of Kentucky Highway 97 and Kentucky Highway 94. Appropriate notices 2' X 4' with the word "TOWER" in letters at least four inches high, have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after the Application is filed. The location of the proposed facility has been published in a newspaper of general circulation in Graves County, Kentucky. The Cell Facility's coordinates are: Latitude: 36° 34' 49.0"; Longitude: 88° 31' 45.0".

15. Clear directions to the proposed site are set forth on the Site Plan. The telephone number of the person who prepared the directions is David B. Granger (317)299-2996. The Survey states that there are no building structures which lie within a 500' radius of the tower and further depicts that there is only one property owner (the Lessor) within a 500' radius of the tower location.

16. Applicant has notified every person who owns property within 500' of the proposed tower by certified mail, return receipt requested, of the proposed construction. Applicant included in said notice the Commission docket number under which the Application will be processed and

informed each person of his or her right to request intervention. A list of the property owners so notified follows and copies of the certified letters sent to the referenced property owners are attached as Exhibit H. Copies of the return receipts will be filed with the Commission when received.

17. The site for the proposed facility is located in Graves County which does not have any zoning according to the Graves County Judge Executive, Tony Smith. The site is situated in a rural area and the only property owner within a 500' radius of the proposed tower location is the applicant's landlord. (emphasis added.)

18. Applicant has considered the likely effects of the installation on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service can be provided. Applicant attempted to co-locate on existing towers or structures, however, there are no such existing towers or structures in the vicinity of the proposed site.

19. The site for the Cell Facility is to be leased from John B. Boyd and Elizabeth A. Boyd. A copy of the Option and Site Lease Agreement is attached as Exhibit I. The lease provides a method that the applicant will follow in dismantling and removing the tower including a timetable for such removable in the case of abandonment.

20. The names of all public utilities, corporations, or persons with whom the proposed new construction is likely to compete is BellSouth Mobility, Powertel/Kentucky, Inc., Sprint PCS and Nextel Communication.

21. The estimated cost of construction of the Cell Facility (as described in paragraph 3 supra) is \$350,000, and the cost of operating the Cell Facility for one year is estimated at \$15,000.

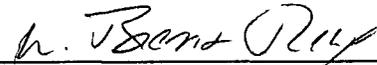
22. Applicant plans to finance the construction of the Cell Facility through the use of working capital. If sufficient funds are not available from this source, the company will obtain funds

through short-term loans payable within two years.

23. Any customer complaints may be reported by dialing 611 on the customer's cellular phone.

WHEREFORE, Applicant requests that the Commission, pursuant to KRS 278.020, grant a Certificate of Public Convenience and Necessity to Applicant for construction and operation of the proposed Cell Facility and providing for such other relief as is necessary and appropriate.

Respectfully submitted,



---

W. Brent Rice  
MCBRAYER, MCGINNIS, LESLIE &  
KIRKLAND  
163 West Short Street, Suite 300  
Lexington, KY 40507-1361  
Phone: 606/231-8780

COUNSEL FOR KENTUCKY RSA  
NO. 1 PARTNERSHIP

wbr\ky rsa no. 1 partnership\brewers\psc application

**LIST OF EXHIBITS**

Exhibit A	Reduced Site Plan and Survey
Exhibit B	Tower and Foundation Profile
Exhibit C	Report of Geotechnical Exploration
Exhibit D	Search Area Map
Exhibit E	FAA Determination
Exhibit F	KAZC Determination
Exhibit G	Correspondence to Graves County Judge Executive
Exhibit H	Notice to Adjoining Property Owners
Exhibit I	Real Estate Lease Agreement

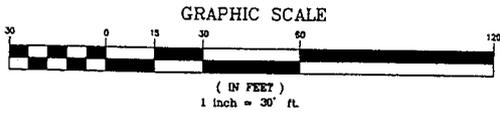








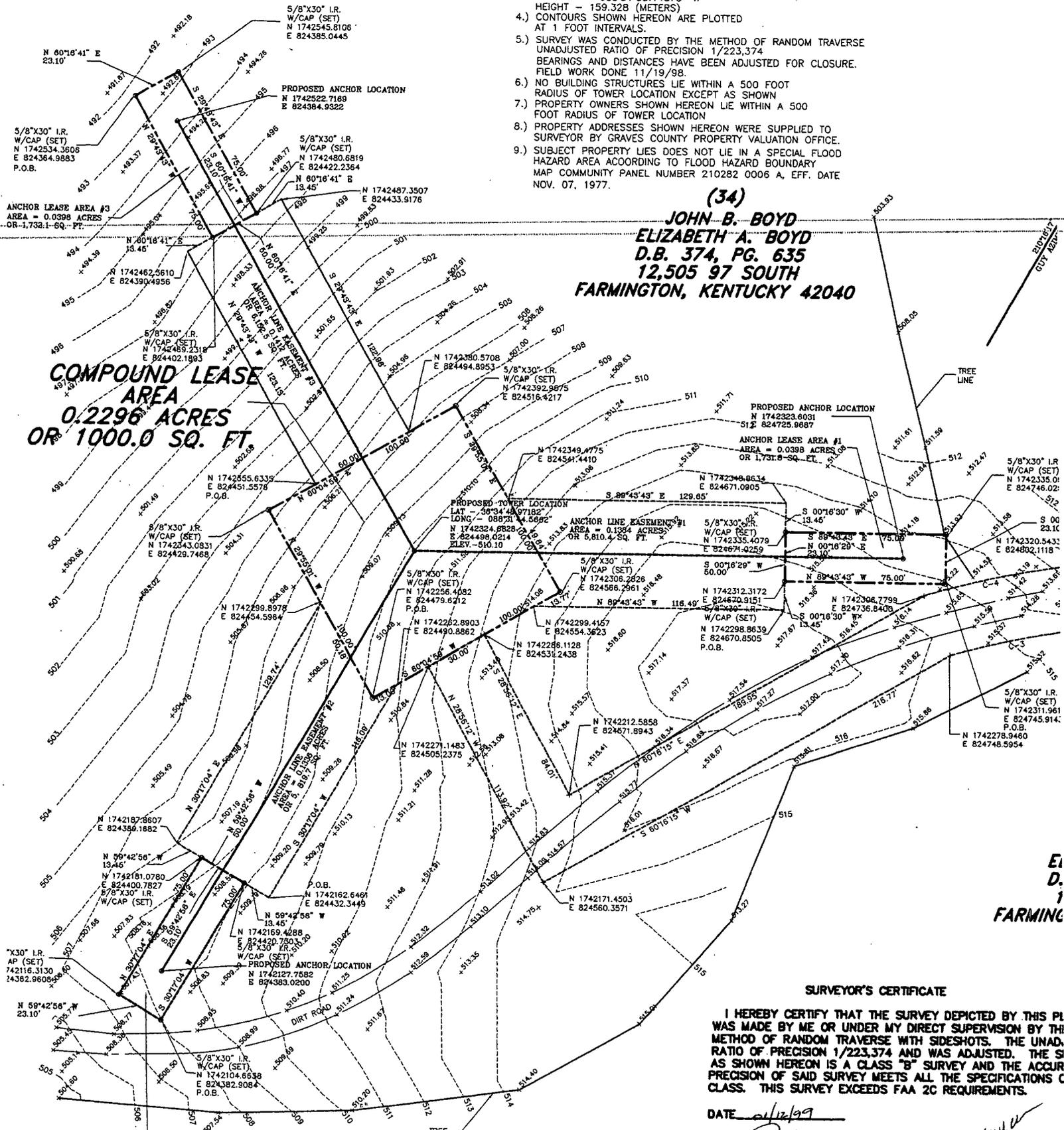
NOTES



- 1.) NORTH SHOWN HEREON IS REFERENCED TO KY. STATE PLANE COORDINATE SYSTEM KY. SOUTH ZONE.
- 2.) GEODETIC CONTROL WAS ESTABLISHED USING TRIMBLE 4400 RECEIVERS EMPLOYING FAST STATIC METHODS.
- 3.) REFERENCE CONTROL J 20 ESTABLISHED BY GPS OBSERVATIONS (BY OTHERS) HORIZ. DATUM - NAD 83 (1994) VERT. DATUM - NAVD 88 HORIZ. ORDER - B VERT. ORDER - SECOND CLASS 0 POSITION - 36°35'22.73106" N 088°31'55.14875" W HEIGHT - 159.328 (METERS)
- 4.) CONTOURS SHOWN HEREON ARE PLOTTED AT 1 FOOT INTERVALS.
- 5.) SURVEY WAS CONDUCTED BY THE METHOD OF RANDOM TRAVERSE UNADJUSTED RATIO OF PRECISION 1/223,374 BEARINGS AND DISTANCES HAVE BEEN ADJUSTED FOR CLOSURE. FIELD WORK DONE 11/19/98.
- 6.) NO BUILDING STRUCTURES LIE WITHIN A 500 FOOT RADIUS OF TOWER LOCATION EXCEPT AS SHOWN
- 7.) PROPERTY OWNERS SHOWN HEREON LIE WITHIN A 500 FOOT RADIUS OF TOWER LOCATION
- 8.) PROPERTY ADDRESSES SHOWN HEREON WERE SUPPLIED TO SURVEYOR BY GRAVES COUNTY PROPERTY VALUATION OFFICE.
- 9.) SUBJECT PROPERTY LIES DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FLOOD HAZARD BOUNDARY MAP COMMUNITY PANEL NUMBER 210282 0006 A, EFF. DATE NOV. 07, 1977.

(34)  
**JOHN B. BOYD**  
**ELIZABETH A. BOYD**  
**D.B. 374, PG. 635**  
**12,505 97 SOUTH**  
**FARMINGTON, KENTUCKY 42040**

**COMPOUND LEASE AREA**  
**0.2296 ACRES**  
**OR 1000.0 SQ. FT.**



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY DEPICTED BY THIS PL WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION BY THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS. THE UNADJUSTED RATIO OF PRECISION 1/223,374 WAS ADJUSTED. THE SURVEY AS SHOWN HEREON IS A CLASS "B" SURVEY AND THE ACCURACY OF SAID SURVEY MEETS ALL THE SPECIFICATIONS OF CLASS. THIS SURVEY EXCEEDS FAA 2C REQUIREMENTS.

DATE 01/12/99

SIGNED [Signature]  
**SEA SURVEYORS, INC.**  
 STEVE W. CLARK, P.E. 27447

**E. D. 1**  
**FARMING**

**NOTES**

- 1.) NORTH SHOWN HEREON IS REFERENCED TO KY. STATE PLANE COORDINATE SYSTEM KY. SOUTH ZONE.
- 2.) GEODETIC CONTROL WAS ESTABLISHED USING TRIMBLE 4400 RECEIVERS EMPLOYING FAST STATIC METHODS.
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- 9.) SUBJECT PROPERTY LIES DOES NOT LIE IN A SPECIAL FLOOD HAZARD-AREA-ACCORDING-TO-FLOOD-HAZARD-BOUNDARY

INTERSECTION OF W/ WESTERLY RIG OF STATE ROUTE  
N 1743019.2401  
E 8244811.0322

PROPOSED TOWER LOCATION  
LAT - 36°34'49.97192"  
LONG - 088°31'44.56862"  
N 1742324.6828  
E 824498.0214  
ELEV. -510.10

**UTILITY & INGRESS/EGRESS ESMT.  
0.4329 ACRES OR  
18,855.4 SQ. FT.**

(34)  
**JOHN B. BOYD  
ELIZABETH A. BOYD  
D.B. 374, PG. 635  
12,505 97 SOUTH  
FARMINGTON, KENTUCKY 42040**

(34)  
**JOHN B. BOYD  
ELIZABETH A. BOYD  
D.B. 374, PG. 635  
12,505 97 SOUTH  
FARMINGTON, KENTUCKY 42040**

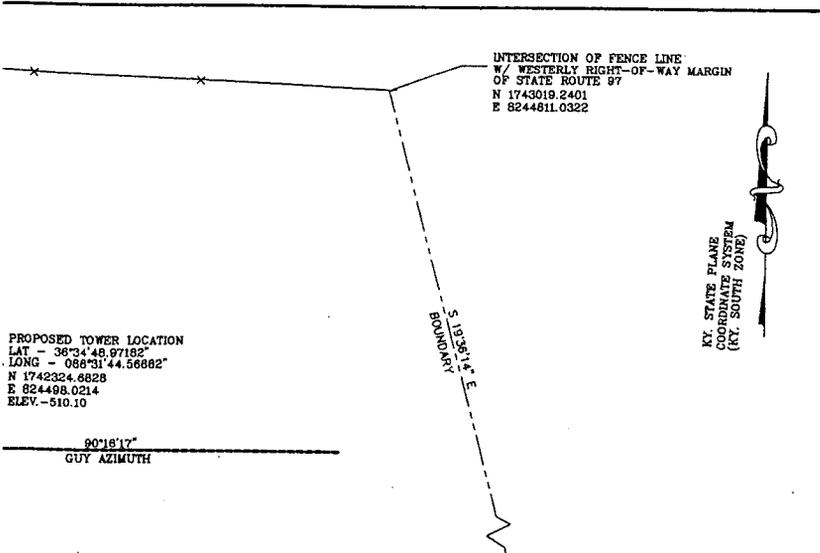
**CURVE TABLE**

NAME	DELTA	RADIUS	LENGTH	TANGENT	CH. BRG
C-1	35°04'46"	75.00'	45.92'	23.70'	S 88°30'2"
C-2	25°11'22"	319.45'	140.44'	71.38'	N 84°54'1"
C-3	08°18'15"	405.00'	58.70'	29.40'	S 78°20'1"
C-4	08°47'42"	435.00'	66.77'	33.45'	N78°05'3"
C-5	25°11'22"	349.50'	153.63'	78.08'	S 84°54'5"
C-6	35°04'46"	45.00'	27.55'	14.22'	N 88°30'7"

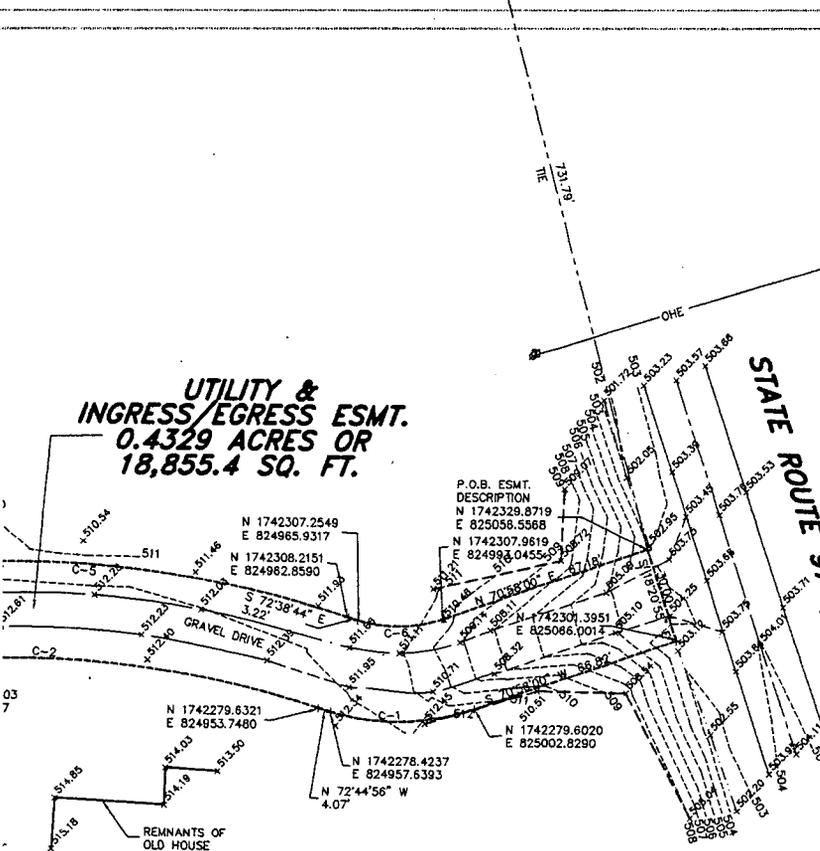
**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE SURVEY DEPICTED BY THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION BY THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS. THE UNADJUSTED RATIO OF PRECISION 1/223,374 AND WAS ADJUSTED. THE SURVEY AS SHOWN HEREON IS A CLASS "B" SURVEY AND THE ACCURACY PRECISION OF SAID SURVEY MEETS ALL THE SPECIFICATIONS OF THIS CLASS. THIS SURVEY EXCEEDS FAA 2C REQUIREMENTS.

**BOUNDARY, GEODETIC & TOPOGRAPH**



PROPOSED TOWER LOCATION  
LAT - 36°34'48.97182"  
LONG - 086°31'44.56882"  
N 1742324.8828  
E 824498.0214  
ELEV. - 510.10



- LEGEND
- OHE— POWER POLE W/OVERHEAD ELECTRIC
  - EDGE OF GRAVEL
  - CONTOURS
  - LEASE LINE
  - BREAKLINE

BOYD  
BOYD  
635  
NORTH  
KY 42040

CURVE TABLE

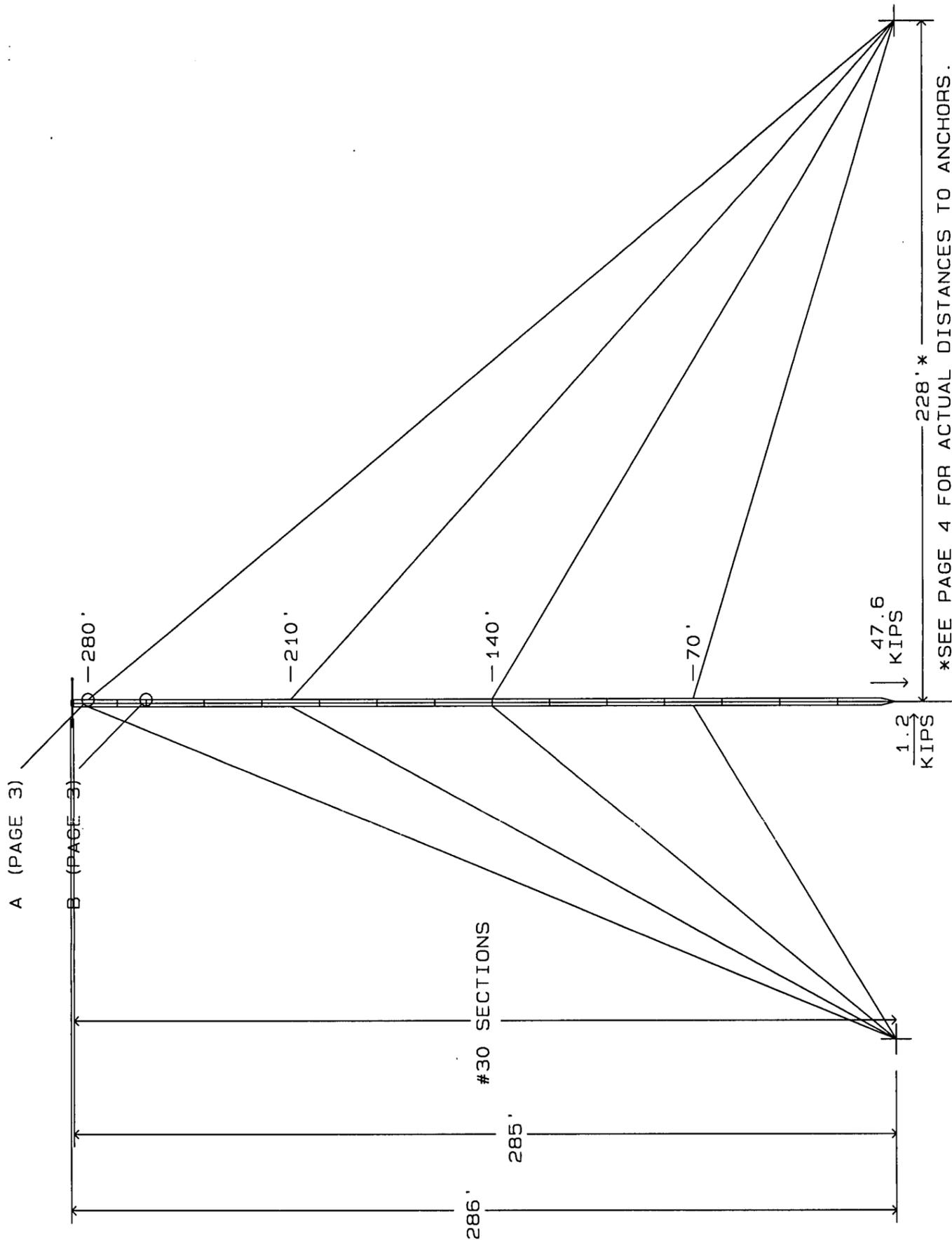
NAME	DELTA	RADIUS	LENGTH	TANGENT	CH. BRG.	DISTANCE
C-1	35°04'46"	75.00'	45.92'	23.70'	S 88°30'23" W	45.20'
C-2	25°11'22"	319.45'	140.44'	71.38'	N 84°54'54" W	139.32'
C-3	08°18'15"	405.00'	58.70'	29.40'	S 78°20'18" W	58.65'
C-4	08°47'42"	435.00'	86.77'	33.45'	N 78°05'34" E	66.71'
C-5	25°11'22"	349.50'	153.63'	78.08'	S 84°54'54" E	152.40'
C-6	35°04'46"	45.00'	27.55'	14.22'	N 88°30'23" E	27.12'

SCI SURVEYORS, INC.  
100 FOUNTAIN AVENUE, SUITE 215  
PADUCAH, KENTUCKY 42001  
502/444-9494

DRAWN BY: J.K.C.  
CHK BY: J.K.C.  
JOB NO. 98-198



SHOP WELD TOP PLATE P/N  
120607 AT TOP OF TOP SECTION.  
SEE PAGE 3 FOR DETAILS  
OF ROTATABLE TOP.



TOWER ELEVATION



JAN 12 1999

GTE MOBILNET CLEVELAND OPERATIONS  
LYNNVILLE, KY.  
# 30 X 286' GUYED TOWER

APPROVED/ENG. WRH 01/12/1999

APPROVED/FOUND. N/A

ENG. FILE NO. A-115341-  
ARCHIVE Q-80943



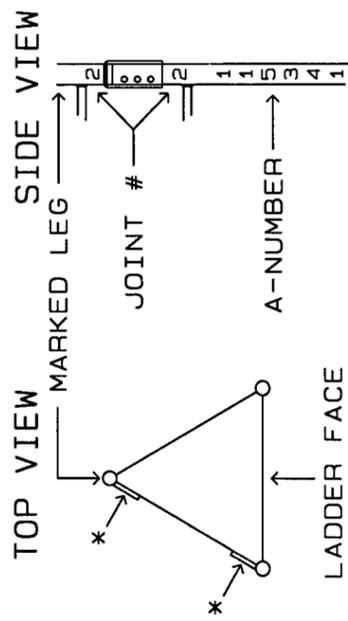
1545 Pidco Dr.  
Plymouth, IN 46563-0128  
219-936-4221

DRAWING NO. 204534-B  
PAGE 1 OF 10

REV	DESCRIPTION OF REVISIONS	INI	DATE
A	ADDED FOUNDATIONS PER SOIL REPORT	WRH	01/12/1999

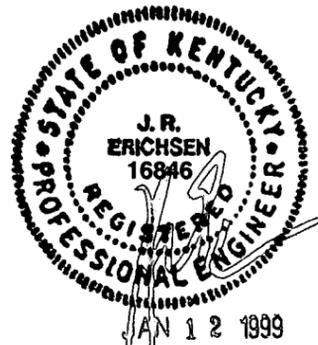
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Printed: 01/12/99 13: 00

SECTION DATA						LEG CONNECTION		
SPAN HEIGHT	SEC#	LEN	LEGS	BRACES	PART#	BOLT DIAM	BOLT LEN	BOLTS /SEC
270' - 285'	30	15' 1- 1/4 "	"	1/2 "	104486			
260' - 270'	30	10' 1- 1/4 "	"	1/2 "	104486	1/2"	3 "	9
20' - 260'	30	20' 1- 1/4 "	"	1/2 "	104486	1/2"	3 "	9
0' - 20'	30	20' 1- 1/4 "	"		104486	1/2"	3 "	9



THE MARKED LEG OF EACH SECTION IS STAMPED WITH THE TOWER SERIAL # AT THE TOP OF EACH SECTION AND THE JOINT # AT EACH END OF THE SECTION. JOINTS ARE NUMBERED CONSECUTIVELY STARTING WITH 1 AT THE TOP OF THE BASE SECTION. ASSEMBLE TOWER WITH MARKED LEGS TOGETHER IN PROPER SEQUENCE.

\* INDICATES RELATIVE POSITION OF LINE HANGING BRACKETS P/N 115748 AT NOMINAL 3' VERTICAL SPACING.



GTE MOBILNET CLEVELAND OPERATIONS  
LYNNVILLE, KY.  
# 30 X 286' GUYED TOWER

APPROVED/ENG.	WRH	01/12/1999
APPROVED/FOUND.	N/A	
DRAWN BY	TRP	

**PIROD INC.**  
1545 Pidco Dr.  
Plymouth, IN 46563-0128  
219-936-4221

GUY HARDWARE DETAIL

HT.	GUY SIZE	LUG PART#	SHCKL SIZE	THMBLE SIZE	TURN-BCKLE	PREFORM	INITIAL TENSION **					
							@ -30° F	@ 0° F	@ 30° F	@ 60° F @ 90° F @ 120° F		
280'	7/16" EHS.	105062	5/8"	1/2"	3/4"	BG-2148	2595#	2418#	2255#	2080#	1913#	1756#
210'	7/16" EHS.	105062	5/8"	1/2"	3/4"	BG-2148	2792#	2555#	2318#	2080#	1867#	1656#
140'	3/8" EHS.	105062	5/8"	7/16"	5/8"	BG-2147	2207#	1978#	1752#	1540#	1339#	1148#
70'	3/8" EHS.	105062	5/8"	7/16"	5/8"	BG-2147	2379#	2090#	1819#	1540#	1291#	1063#

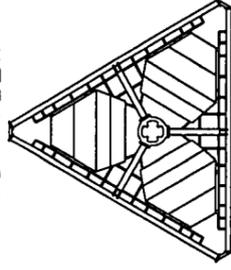
\*\* TENSIONS SHOWN ARE FOR GUY LINE (A). INTERPOLATION IS PERMITTED FOR OTHER TEMPERATURES. TOLERANCE IS +/- 10% OF INITIAL TENSION SHOWN.

GUY LENGTH DATA

HT.	GUY SIZE	# GUYS	THEORETICAL LENGTH ***		
			EAST	(B) SOUTHWEST	(C) NORTHWEST
280'	7/16" EHS.	3	357.2'	362.6'	373.6'
210'	7/16" EHS.	3	306.6'	311.3'	321.0'
140'	3/8" EHS.	3	265.0'	268.6'	276.3'
70'	3/8" EHS.	3	237.1'	239.1'	243.7'

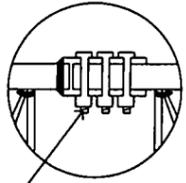
\*\*\* THEORETICAL LENGTH SHOWN IS NOT THE CUT LENGTH. ADD 5% TO 10% TO VALUE LISTED TO ARRIVE AT CUT LENGTH. QUANTITY OF CABLE SHIPPED IS THEORETICAL LENGTH +10%.

TOP VIEW

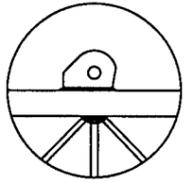


SIDE VIEW  
ROTATABLE TOP  
(REF ASSEMBLY  
DWG # 130555)

A-325 BOLTS  
SEE LEG CONNECT  
TABLE FOR SIZE



VIEW B  
TYPICAL LEG  
CONNECTION



VIEW A  
TYPICAL GUY  
CONNECTION LUG



JAN 1 1999

GTE MOBILNET CLEVELAND OPERATIONS  
LYNNVILLE, KY.  
# 30 X 286' GUYED TOWER

APPROVED/ENG.	WRH	01/12/1999
APPROVED/FOUND.	N/A	
DRAWN BY	TRP	

**PIROD INC.**  
1545 Pidco Dr.  
Plymouth, IN 46563-0128  
219-936-4221

ENG. FILE NO. A-115341-  
ARCHIVE Q-80943

DRAWING NO. 204534-B  
PAGE 3 OF 10

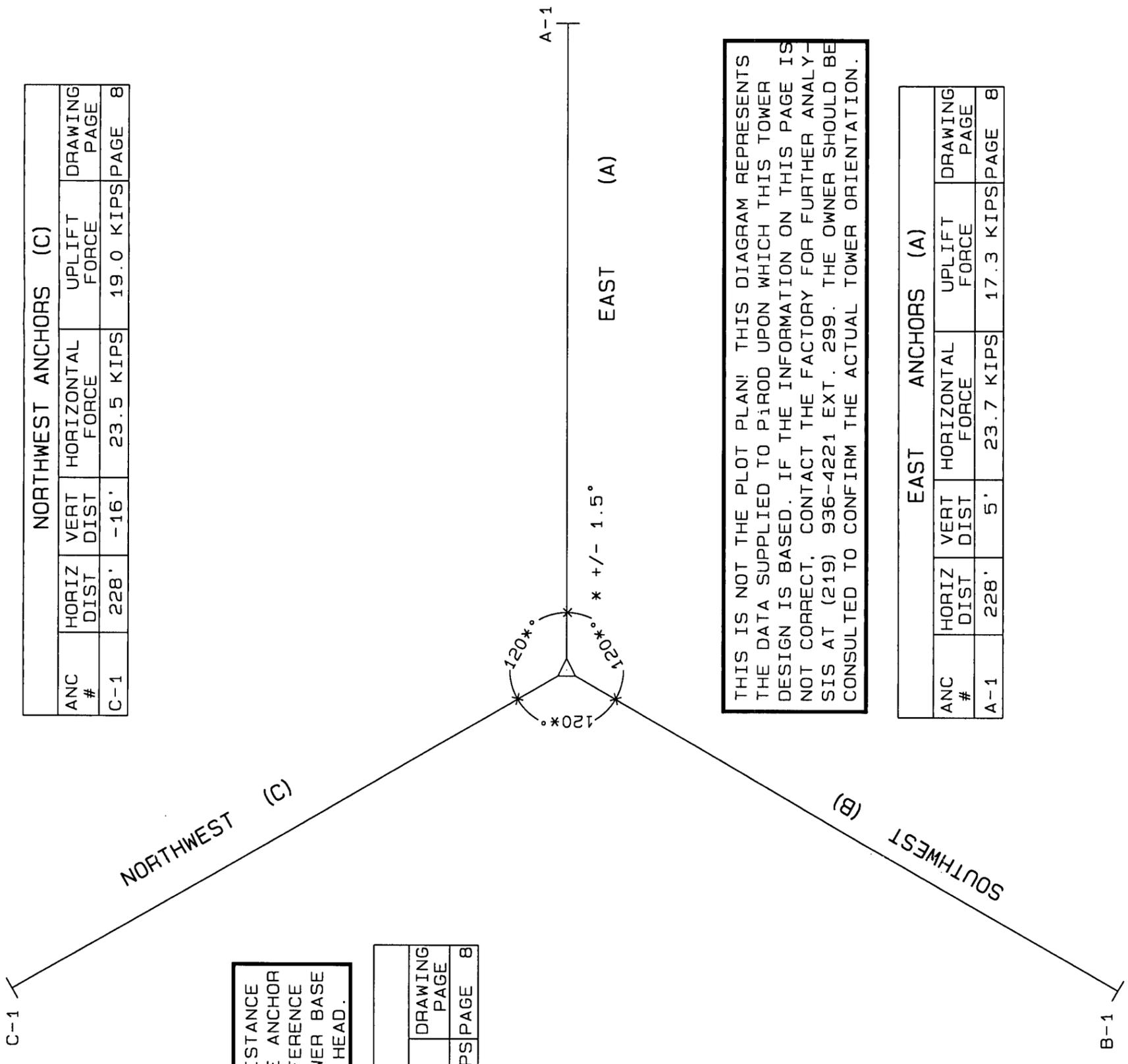
NORTHWEST ANCHORS (C)					
ANC #	HORIZ DIST	VERT DIST	HORIZONTAL FORCE	UPLIFT FORCE	DRAWING PAGE
C-1	228'	-16'	23.5 KIPS	19.0 KIPS	8

EAST ANCHORS (A)					
ANC #	HORIZ DIST	VERT DIST	HORIZONTAL FORCE	UPLIFT FORCE	DRAWING PAGE
A-1	228'	5'	23.7 KIPS	17.3 KIPS	8

THIS IS NOT THE PLOT PLAN! THIS DIAGRAM REPRESENTS THE DATA SUPPLIED TO PIROD UPON WHICH THIS TOWER DESIGN IS BASED. IF THE INFORMATION ON THIS PAGE IS NOT CORRECT, CONTACT THE FACTORY FOR FURTHER ANALYSIS AT (219) 936-4221 EXT. 299. THE OWNER SHOULD BE CONSULTED TO CONFIRM THE ACTUAL TOWER ORIENTATION.

NOTE: THE HORIZONTAL DISTANCE IS THE DISTANCE MEASURED FROM THE TOWER BASE PIN TO THE ANCHOR HEAD. THE VERTICAL DISTANCE IS THE DIFFERENCE BETWEEN THE GROUND ELEVATION AT THE TOWER BASE AND THE GROUND ELEVATION AT THE ANCHOR HEAD.

SOUTHWEST ANCHORS (B)					
ANC #	HORIZ DIST	VERT DIST	HORIZONTAL FORCE	UPLIFT FORCE	DRAWING PAGE
B-1	228'	-2'	23.6 KIPS	17.9 KIPS	8



JAN 12 1999

GTE MOBILNET CLEVELAND OPERATIONS  
LYNNVILLE, KY.  
# 30 X 286' GUYED TOWER

APPROVED/ENG.	WRH	01/12/1999
APPROVED/FOUND.	WRH	01/12/1999
DRAWN BY	TRP	

**PIROD INC.**  
1545 Pidco Dr.  
Plymouth, IN 46563-0128  
219-936-4221

ENG. FILE NO. **A-115341-**  
ARCHIVE **Q-80943**

DRAWING NO. **204534-B**  
PAGE **4 OF 10**

**GENERAL NOTES**

1. TOWER DESIGN CONFORMS TO STANDARD EIA/TIA-222-F FOR 75 MPH BASIC WIND SPEED WITH 0.50" RADIAL ICE WITH LOAD DUE TO WIND REDUCED BY 25% WHEN CONSIDERED SIMULTANEOUSLY WITH ICE. TOWER DESIGN CONFORMS TO STANDARD EIA/TIA-222-F FOR 75 MPH BASIC WIND SPEED WITH NO ICE.
2. MATERIAL: (A) SOLID RODS CONFORM TO ASTM A-572 GRADE 50 REQUIREMENTS.  
 (B) ANGLES CONFORM TO ASTM A-36 REQUIREMENTS.  
 (C) PIPE CONFORMS TO ASTM A-53 TYPE E, GRADE B REQUIREMENTS. (MIN YIELD STRENGTH=42 KSI)  
 (D) ALL STEEL PLATES CONFORM TO ASTM A-36 REQUIREMENTS.
3. FINISH: HOT DIPPED GALVANIZED AFTER FABRICATION.
4. ANTENNAS:  
 285' - FOUR DB810 ANTENNAS ON A LOW PROFILE PLATFORM WITH 1 5/8" LINES.
5. MIN. WELDS 5/16" UNLESS OTHERWISE SPECIFIED. ALL WELDING TO CONFORM TO AWS SPECS.
6. ALL BOLTS AND NUTS MUST BE IN PLACE BEFORE THE ADJOINING SECTION(S) ARE INSTALLED.
7. ALL A-325 BOLTS SHALL BE PRE-TENSIONED PER AISC SPECIFICATIONS. REFER TO DRAWING # 123107-A ("BOLT PRE-TENSIONING REQUIREMENTS".)
8. EIA GROUNDING FOR TOWER.
9. DUAL LIGHT KIT (151' - 350')



JAN 12 1999

GTE MOBILNET CLEVELAND OPERATIONS  
 LYNNVILLE, KY.  
 # 30 X 286 GUYED TOWER

APPROVED/ENG.	WRH	01/12/1999
APPROVED/FOUND.	N/A	
DRAWN BY	TRP	


**PIROD INC.**  
 1545 Pidco Dr.  
 Plymouth, IN 46563-0128  
 219-936-4221

ENG. FILE NO. **A-115341-**  
 ARCHIVE **Q-80943**

DRAWING NO. **204534-B**  
 PAGE **5 OF 10**

**FOUNDATION NOTES**

1. SOIL AS PER REPORT BY GEOTECH. ENG. & TESTING, INC., DATED: 12/2/98 (FILE: 98328)
2. CONCRETE TO BE 3000 PSI @28 DAYS. REINFORCING BAR TO CONFORM TO ASTM A615 GRADE 60 SPECIFICATIONS. CONCRETE INSTALLATION TO CONFORM TO ACI-318 BUILDING REQUIREMENTS FOR REINFORCED CONCRETE. ALL CONCRETE TO BE PLACED AGAINST UNDISTURBED EARTH FREE OF WATER AND ALL FOREIGN OBJECTS AND MATERIALS. A MINIMUM OF THREE INCHES OF CONCRETE SHALL COVER ALL REINFORCEMENT. WELDING OF REBAR NOT PERMITTED.
3. ALL FILL SHOULD BE PLACED IN LOOSE LEVEL LIFTS OF NO MORE THAN 8" THICK. FILL MATERIALS SHOULD BE CLEAN AND FREE OF ORGANIC AND FROZEN MATERIALS OR ANY OTHER DELETERIOUS MATERIALS. COMPACT FILL TO 98% OF STANDARD PROCTOR MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698.
4. A COLD JOINT IS PERMISSIBLE, AT THE TOWER BASE ONLY, UPON CONSULTATION WITH PIROD. ALL COLD JOINTS SHALL BE COATED WITH BONDING AGENTS PRIOR TO SECOND POUR.
5. DUE TO THE HIGH CORROSION POTENTIAL OF THE BURIED STEEL IN THESE LOW RESISTANCE SOILS, THE DEADMAN ANCHOR STEEL SHOULD HAVE SPECIAL CATHODIC PROTECTION.



GTE MOBILNET CLEVELAND OPERATIONS  
LYNNVILLE, KY.  
# 30 X 235' GUYED TOWER

APPROVED/ENG. WRH 01/12/1999

APPROVED/FOUND. WRH 01/12/1999

**PIROD INC.**  
1545 Pidco Dr.  
Plymouth, IN 46563-0128  
219-936-4221

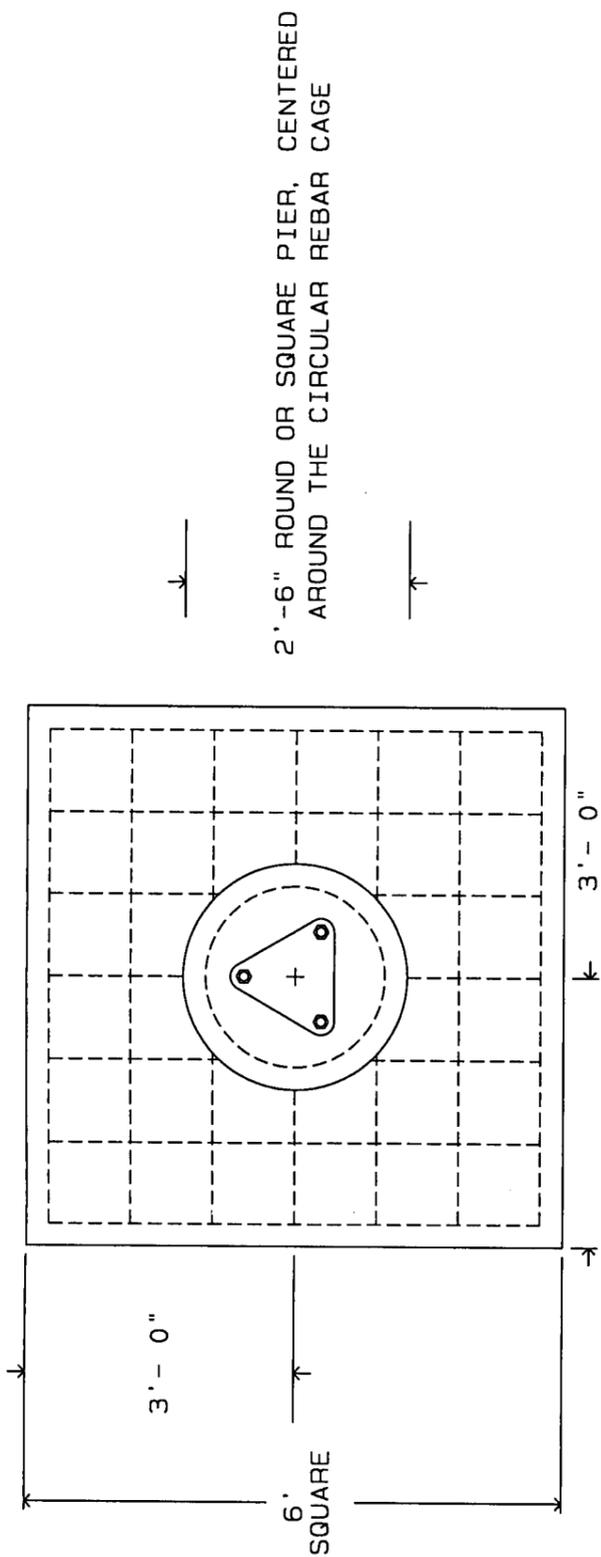
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ARCHIVE Q-80943

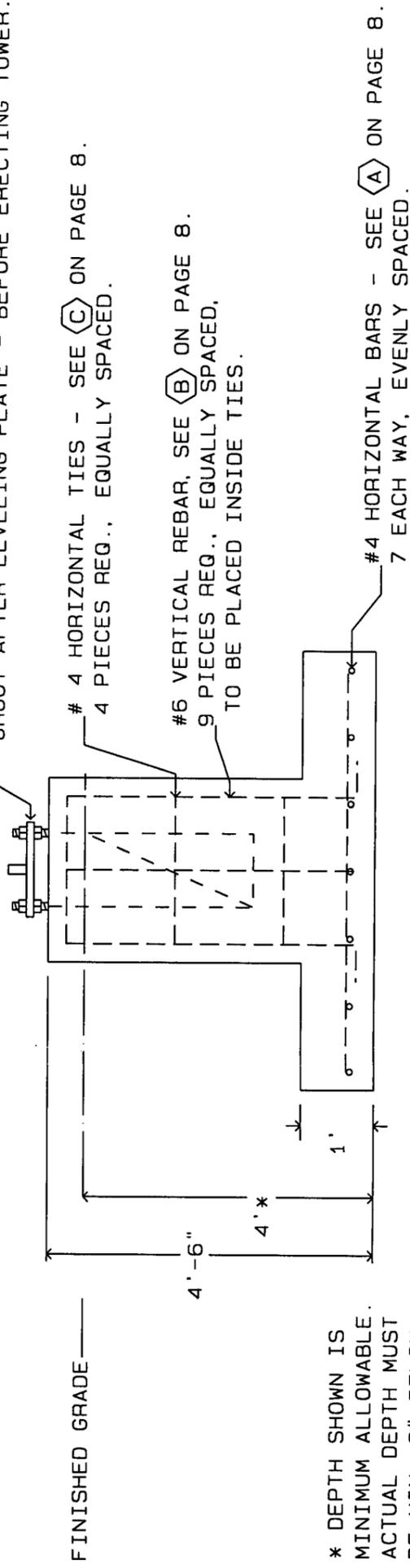
DRAWING NO. **204534-B**  
PAGE 6 OF 10

REV	DESCRIPTION OF REVISIONS	INI	DATE
A	ADDED FOUNDATIONS PER SOIL REPORT	WRH	01/12/1999

From: 80943.DFT - 01/12/99 12: 19 > 2045346A.DWG - 01/12/99 12: 41\$  
Printed: 01/12/99 13: 00



CAGE P/N 107261 CENTERED IN PIER.  
 INSTALL WITH 6" OF THREADS EXPOSED.  
 FOUNDATION PLATE P/N 107260.  
 GROUT AFTER LEVELING PLATE - BEFORE ERECTING TOWER.



NOTE: ALL REBAR IS EQUALLY SPACED AND REQUIRES MIN. 3" CONCRETE COVER.

TOWER BASE FOUNDATION  
 2.0 CU. YDS. CONCRETE REQUIRED



GTE MOBILNET CLEVELAND OPERATIONS  
 LYNNVILLE, KY.  
 # 30 X 286' GUYED TOWER

APPROVED/ENG.	WRH	01/12/1999
APPROVED/FOUND.	WRH	01/12/1999
DRAWN BY	TRP	

**PIROD INC.**  
 1545 Pidco Dr.  
 Plymouth, IN 46563-0128  
 219-936-4221

A	ADDED FOUNDATIONS PER SOIL REPORT	WRH	01/12/1999
REV	DESCRIPTION OF REVISIONS	INI	DATE

**GEOTECHNICAL EXPLORATION REPORT**

**OF**

**PROPOSED GTE MOBILNET CELL TOWER  
LYNNVILLE, KENTUCKY**

**Submitted By:**

**Geotech Engineering & Testing, Inc.**

**GEOTECH**  
Engineering &  
Testing, Inc.

December 2, 1998

GPD Associates  
2647 Waterfront Parkway East Drive  
Indianapolis, Indiana 46214

Attention: Ms. Traci Preble

**RE: Geotechnical Exploration Report  
Proposed GTE Mobilnet Tower  
Lynnville, Kentucky**

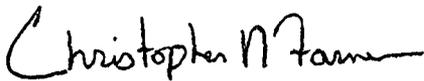
Dear Ms. Preble:

Geotech Engineering & Testing, Inc. (GEOTECH) is pleased to present the attached Geotechnical Exploration Report for the referenced site. The subsurface exploration was conducted in accordance with applicable ASTM Standards, and recognized standard field/laboratory procedures.

The attached report includes a review of pertinent project information provided to us, descriptions of site and subsurface conditions encountered and our recommendations for foundation design, site preparation and construction phase concerns. The Appendix contains a Boring Location Plan and the results of all field and laboratory tests conducted for this project.

We appreciate the opportunity to serve you and look forward to future association with you on this and other projects. If you have questions concerning this report, please call our office.

Sincerely  
GEOTECH Engineering & Testing, Inc.



Christopher N. Farmer, P.E.  
Principal Engineer



Attachments: Geotechnical Exploration Report

**GEOTECHNICAL EXPLORATION REPORT**  
**OF**  
**PROPOSED GTE MOBILNET CELL TOWER**  
**LYNNVILLE, KENTUCKY**

**Submitted By:**

**Geotech Engineering & Testing, Inc.**

**GEOTECHNICAL EXPLORATION**

**PROPOSED GTE MOBILNET TOWER**

**LYNNVILLE, KENTUCKY**

Prepared For:

GPD Associates  
2647 Waterfront Parkway East Drive  
Indianapolis, Indiana 46214

Prepared By:

GEOTECH Engineering & Testing, Inc.  
2720 Bridge Street  
Paducah, Kentucky 42003

December 2, 1998

## TABLE OF CONTENTS

1.0	<u>OBJECTIVE</u> .....	1
2.0	<u>PROJECT INFORMATION</u> .....	1
3.0	<u>SITE CHARACTERISTICS</u> .....	1
3.1	SITE DESCRIPTION.....	1
3.3	EXPLORATORY METHOD.....	3
4.0	<u>LABORATORY TESTING</u> .....	4
5.0	<u>SUBSURFACE CONDITIONS</u> .....	5
5.1	STRATIGRAPHY.....	5
5.2	GROUNDWATER.....	5
5.3	LABORATORY RESULTS.....	5
6.0	<u>RECOMMENDATIONS</u> .....	6
6.1	BASIS FOR RECOMMENDATIONS.....	6
6.2	SITE PREPARATION.....	7
6.2.1	Stripping.....	7
6.2.2	Subgrade Preparation.....	7
6.2.3	Soil Fill Placement.....	7
7.3	FOUNDATION RECOMMENDATIONS.....	8
7.3.1	Tower and Anchor Design.....	8
7.3.2	Prefabricated Building Foundation.....	9
7.3.3	Floor Slabs.....	9
	Soil Boring Layout Map.....	Appendix A
	Soil Boring Profile Map.....	Appendix B
	Soil Boring Logs.....	Appendix C
	Laboratory Test Data.....	Appendix D

## **1.0 OBJECTIVE**

The purpose of this geotechnical study is to explore the subsurface conditions present at the site and to determine pertinent engineering properties of the materials encountered.

## **2.0 PROJECT INFORMATION**

The subject site is located in close proximity of Lynnville and Tri-City, Graves County, Kentucky. The property consists of an approximate 100 feet by 100 feet undeveloped tract located approximately ¼-mile southwest of the intersection of KY Hwy 97 and KY Hwy 94

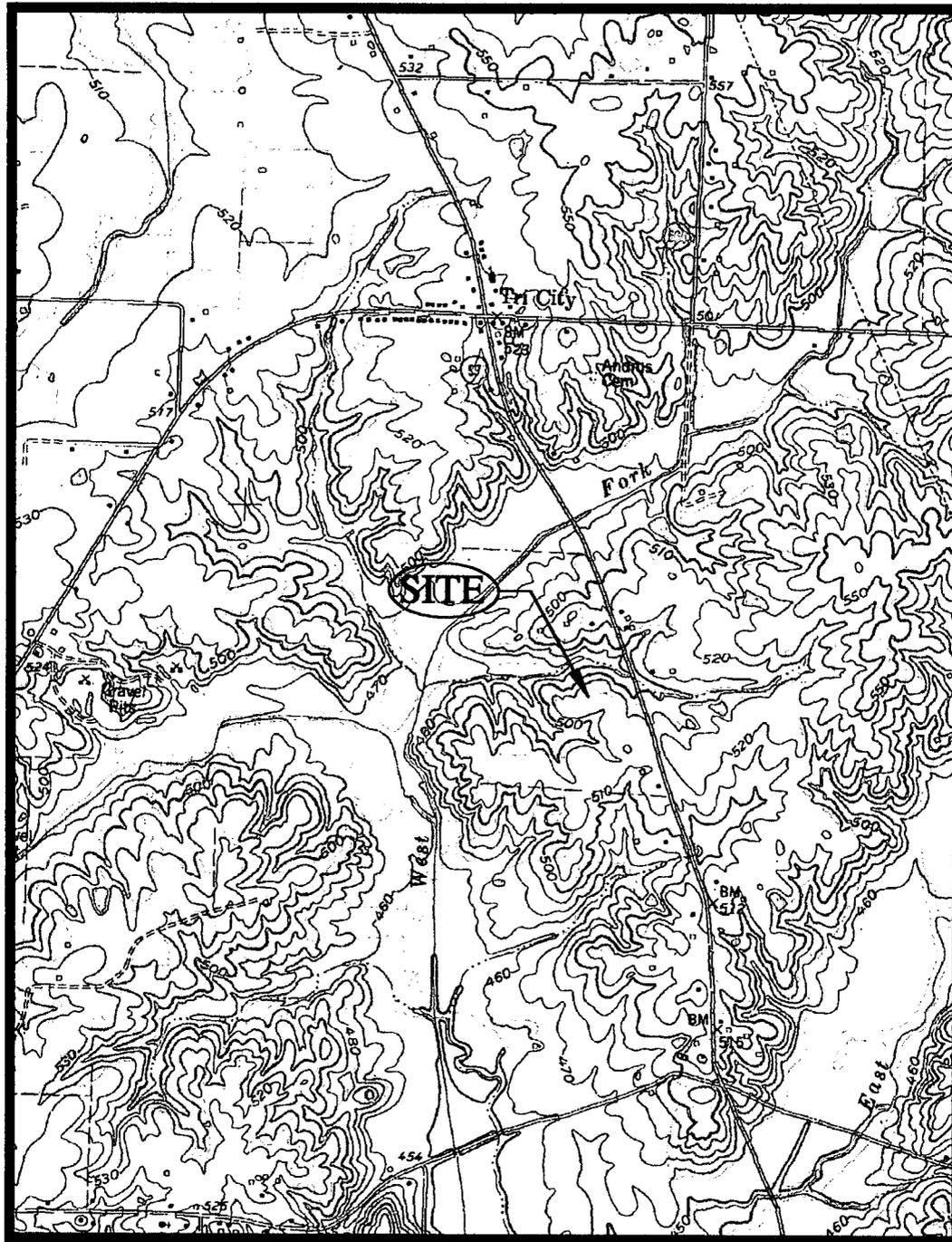
The proposed construction will include a 285 feet high tower supported by a base pad and three guyed anchors. The structural loads for the proposed tower will be supported by a conventional spread footing which will bear at approximately 5 to 7 feet below grade surface. In addition the three anchors will bear at depths of approximately 6 to 8 feet below grade surface.

## **3.0 SITE CHARACTERISTICS**

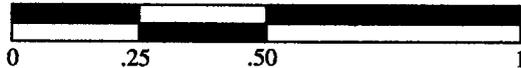
### **3.1 SITE DESCRIPTION**

A site reconnaissance was conducted on November 20, 1998. Observations made during the site visit were used to assess drill rig accessibility and the location of utilities on-site. In addition, observations made at the time of drilling were used to aid in interpreting topographic, geologic and other conditions that may affect the proposed construction.

The site is located within the United States Geologic Survey, Lynnville, KY 7.5 Minute Quadrangle. An excerpt of the topographic map is shown in Figure 1.



SCALE  
(MILES)



SOURCE:  
U. S. GEOLOGICAL SURVEY  
LYNNVILLE, KY QUADRANGLE  
7.5 MINUTE SERIES (TOPOGRAPHIC)

**FIGURE 1 : SITE VICINITY MAP**

**JOHN B. BOYD PROPERTY  
STATE ROUTE 97 SOUTH  
LYNNVILLE, KENTUCKY**

**GEOTECH  
ENGINEERING & TESTING, INC.  
2720 BRIDGE STREET  
PADUCAH, KENTUCKY 42003**

PH: (502) 443-1995

FAX: (502) 443-1904

The subject site is located at 12505 Kentucky Route 97 South in Graves County, Kentucky. The property lies on the west side of U.S. Highway 97 South, just outside the city limits of Tri-City. The subject portion of the parcel is a 100' X 100' rectangular area with guy wire anchor, access and utility easements. Mr. John B. & Ms. Elizabeth A. Boyd currently own the property. The topography of the immediate area is rolling, with the approximate elevation of the site being 510 feet above sea level (National Geodetic Vertical Datum of 1929). Land usage in the vicinity of the site is predominantly undeveloped pastureland.

The site is bordered to the north by pastureland. The property is bordered to the south by a wooded area. The site is bordered to the east by a wooded area with Kentucky 97 lying beyond. The property is bordered to the west by pastureland with a wooded area lying beyond.

The site is predominantly rolling. Surface drainage appears to flow to the north. The site has approximately 8 feet to 10 feet of relief from south to north. No standing water or evidence of ponding was observed on the property.

### **3.2 EXPLORATORY METHOD**

The procedures used by GEOTECH for field and laboratory sampling and testing are in general accordance with ASTM procedures, and established engineering practice.

A total of four soil test borings were advanced at the approximate locations shown on the attached Soil Boring Layout. The soil test borings were advanced on November 23, 1998.

Per client request three of the soil test borings were located at the proposed guy wire anchor locations and were advanced to a depth of 20 feet below grade surface. The remaining soil test boring was located at the proposed tower location and was advanced to a depth of 50 feet below grade surface. SCI Surveyors of Paducah, Kentucky had staked each boring location.

A MobileDrill truck mounted rotary-drilling rig was used to advance the soil test borings and to obtain soil samples for laboratory evaluation. Seamless steel Shelby Tubes were advanced each of the four soil test borings to obtain undisturbed soil samples for laboratory analysis. Disturbed samples were also retrieved during Standard Penetration tests (ASTM D-1586) with a 2-inch I.D., split-spoon sampler for laboratory analysis and soil consistency verification.

Our project engineer observed and directed the drilling operations and visually classified soil samples obtained using the Unified Soil Classification System and ASTM D-2488 as guides. Records of the conditions encountered and visual soil classification were prepared by the engineer and are included in the Appendix. The Boring Records represent our interpretation of the conditions encountered. It should be noted that strata changes may vary from those encountered, transitions may be gradual, and conditions may vary significantly at other locations. The groundwater information listed represents conditions at the time of drilling and 24 hours after completion. Representative soil samples obtained from the borings were preserved in the Shelby Tubes or in plastic bags, sealed and taken to the laboratory for testing.

#### **4.0 LABORATORY TESTING**

Laboratory soil tests were conducted in accordance with applicable ASTM Standards. Natural moisture contents were determined for all samples collected. Liquid and Plastic Limits tests were conducted for selected soil samples to verify field classification of the soils. In addition, these tests evaluate the potential for volumetric changes in the soil. Laboratory test results are tabulated in Appendix D.

Applicable ASTM test procedures are as follows:

<b><u>TEST</u></b>	<b><u>STANDARD</u></b>
Dry Preparation of Soil	ASTM D 421
Natural Moisture Content	ASTM D 2216
Liquid and Plastic Limit	ASTM D 4318
Standard Penetration	ASTM D 1586
Unconfined Compression	ASTM D 2166

## **5.0 SUBSURFACE CONDITIONS**

### **5.1 STRATIGRAPHY**

The stratigraphy of the subject site was relatively consistent with across the site. At the time of drilling, the site was covered with low-lying grass and weeds. In all four borings advanced, a brown to reddish brown low to moderate plasticity, moist clayey silt was encountered. The brown clayey silt extended to depths of between 10 and 18 feet below grade surface. The soil was classified as stiff to very stiff across the site. Standard Penetration Tests produced "N" values in the ranges of 15 to 38. Beneath the clayey silt strata, a light brown to reddish brown, moist silty gravel and sand was encountered. The sand and gravel layers extended to boring termination depths of 20 feet below grade in the three anchor locations. The sand and gravel layers extended to a depth of 40 feet below grade in the tower boring location. The sand and gravel layers were found to have a relatively dense consistency.

### **5.2 GROUNDWATER**

Groundwater was not encountered in any of the four soil test boring at the time of drilling. All soil borings were left open to obtain further groundwater information. No groundwater was observed in any of the four soil test borings twenty-four hours after completion. All borings were backfilled upon completion of the twenty-four hour groundwater measurements.

### **5.3 LABORATORY RESULTS**

Natural moisture contents were determined for the soil samples collected. Moisture content was fairly consistent across the site. Samples from 6 to 8 feet deep ranged from 16.67 to 20.60 percent. Samples from 8 to 10 feet deep ranged from 16.41 to 22.64 percent. Samples from 18 to 20 feet ranged from 11.23 to 18.71 percent. Moisture contents from 28 to 50 feet in soil boring B-1 ranged from 14.84 percent. Exact moisture contents for all samples are tabulated in the appendix.

Field and laboratory tests were conducted to evaluate the soil strength characteristics on site. Standard Penetration Tests conducted in the field produced "N" values (blow counts), from 13 to splitspoon refusal. The "N" values are closely correlated with the average soil consistency and an unconfined compressive strength. The "N" values indicate that the soil consistencies are stiff to very stiff. The blow counts correlate to unconfined compressive strengths of 2,000 to greater than 3,000 pounds per square foot. However, the presence of abundant gravel was mostly responsible for the elevated "N" values.

Unconfined compression (UC) tests were conducted to evaluate soil strength. From the unconfined compression (UC) tests, it was determined that soils ranged from stiff to very stiff consistency. The unconfined soil strength tests ranged from 2,650 to 4,480 pounds per square foot. Unconfined compression tests were performed on soils at depths of 6 - 8 feet in three soil borings.

Atterberg Limits tests were conducted on samples from soil test borings B-1 (8' - 10'). From the test results, liquid limit and plastic limit values were obtained. A plasticity index was then calculated using the liquid and plastic limit values. Using the results from the Atterberg Limits tests, the soils were classified using the Unified Soil Classification System. All samples tested were classified as inorganic clayey silt of low to medium plasticity (ML). This description includes gravelly silts, sandy silts, clayey silts and lean clays. Soil samples that have a Plasticity Index <18 have a relatively low potential for soil volume change due to changing moisture contents.

## **6.0 RECOMMENDATIONS**

### **6.1 BASIS FOR RECOMMENDATIONS**

The following recommendations are based on data from this exploration and the stated project information. In our evaluations, we have utilized both subsurface data from this exploration and our experience with similar structures and subsurface conditions. If the structural information is incorrect or changed subsequent to our reporting, if the siting or building components have been

changed, or if the subsurface conditions encountered during the construction vary from those reported, our recommendations should be reviewed in light of the changed conditions.

Recommendations provided in this report are based in part on the assumption that our engineers will observe construction. We request that GEOTECH be retained to provide construction phase soil and material-testing services based on our knowledge of site conditions.

## **6.2 SITE PREPARATION**

### **6.2.1 *Stripping***

To prepare the site for construction, the building area should be stripped of trees, topsoil, large root zones, old fill, or other organic or soft soil. Stripping should extend at least 10 feet beyond the construction area. Any extensively soft soil deposits should be evaluated by a geotechnical engineer to determine the amount of undercutting required.

### **6.2.2 *Subgrade Preparation***

After stripping, the site should be proof rolled in the presence of a geotechnical engineer. Proof rolling should be performed by making repeated passes over the subgrade with a heavy rubber-tired vehicle, such as a loaded dump truck. Any areas judged to deflect excessively during, proof rolling should be undercut and rerolled. This process should be repeated until all soft soils are removed or the geotechnical engineer recommends an alternate stabilization method.

### **6.2.3 *Soil Fill Placement***

Fill soils should be free of organics, deleterious debris, or rocks larger than 3 inches in diameter. Suitable fill soil should have a plasticity index (PI) of less than 40 and a maximum dry density according to the standard Proctor compaction test of at least 110 pounds per cubic foot (pcf).

The fill should be compacted to at least 98 percent of the soil standard Proctor (ASTM D-698) maximum dry density of the soil at a moisture content within 2 percent of optimum. The soil should be placed in lifts of 8 inches or less, and should be compacted and tested prior to placing additional lifts. All fill pads should extend laterally at least 5 feet beyond the building before sloping down. In-place density testing should be conducted for each lift placed to check the compaction achieved.

### 7.3 FOUNDATION RECOMMENDATIONS

#### 7.3.1 Tower and Anchor Design

Based on information provided by the client, conventional spread footings and embedded anchors are to be used to support the proposed structures.

A shallow soil bearing footing should be used to support the proposed tower. The foundation should bear in the firm to stiff residual clayey silts found at the site. A maximum allowable net soil bearing pressure of 2,500 pounds per square foot (psf) should be used for design. Foundations should bear a minimum of 30 inches below final exterior grade to resist weather effects. A minimum foundation width of 24-inches should be used.

Guy wire anchors should be embedded in the firm to stiff residual clayey silts encountered on-site. Anchors should be designed using a uniform passive lateral earth pressure of 1,000 psf and a base cohesion of 300 psf to resist horizontal loads. Anchor side shear to resist uplift and horizontal loads also should be estimated for the residual clayey silts based on an allowable shear strength of 350 psf. An approximate moist unit weight of 110 pound per cubic foot (pcf) was estimated for the soils encountered. A summary of the recommended soil design parameters are given below:

Soil	Allowable Bearing Capacity (psf)	Dry Density (pcf)	Coefficient of Friction Against Sliding	$K_p$	Cohesion (psf)	$\phi$ (degrees)
Clayey Silt	2500	110	.35	1.9	350	18 °

### **7.3.2 Prefabricated Building Foundation**

Given the relatively light loads generated by the proposed prefabricated building, it is recommended that the structure be supported by piers or spread footings bearing in the firm to stiff clayey silts located on-site. These shallow foundation members should be designed based on a maximum allowable net soil bearing pressure of 2,500 psf. The foundations should have minimum widths of 24 inches and should bear at least 30 inches below the final exterior soil subgrade.

It should be noted that foundation soil bearing surfaces can degrade when exposed to drying, precipitation, and cold temperatures for extended periods. As a result, it is advisable to pour concrete the same day that footings are excavated. If this is not possible, a mud mat of lean concrete should be placed on the bearing surface.

In order to confirm that subgrade degradation has not occurred, and in general, to confirm that suitable bearing materials are present, a geotechnical engineer or his/her representative should check each foundation excavation. This check also will serve to confirm that the bearing material encountered in the excavations is consistent with those found in this study. The geotechnical engineer also should be present to determine that significant frozen, loose, soft, or wet materials are not present in the excavation. The geotechnical engineer's observations, therefore, should take place after the excavation has been excavated and cleaned out completely.

### **7.3.3 Floor Slabs**

In the event that grade-supported floor slabs are included in the prefabricated building design, the subgrade conditions present should be suitable, provided that the recommendation concerning the soft surficial soils are taken into consideration. Topsoil and soft surficial soils should be removed from the slab subgrade so that the slabs bear on suitable subgrade soils.

The shallow, soil-bearing foundations are recommended to support the proposed structure. The foundations should bear in the clayey silt layer encountered at the site. It is recommended that foundations which are seated to a depth of four feet below grade surface should be designed for net allowable soil bearing pressures of 2,500 pounds per square feet (psf) for continuous wall and isolated column footings.

Isolated and continuous footings should have minimum widths of at least 24 inches and 18 inches respectively. Exterior footings and all others exposed to the weather should bear at least 24 inches below final exterior grade. Interior footings not exposed to the weather should bear at least 12 inches below the soil subgrade.

The conclusions and recommendations of this exploration report are based on conditions encountered in the borings at the time of investigation. No warranty can be made for the continuity of soil conditions between borings. If conditions differ from those encountered in this exploration, this office should be notified immediately in order to evaluate these conditions.

**Appendix A**

**Soil Boring Layout Map**

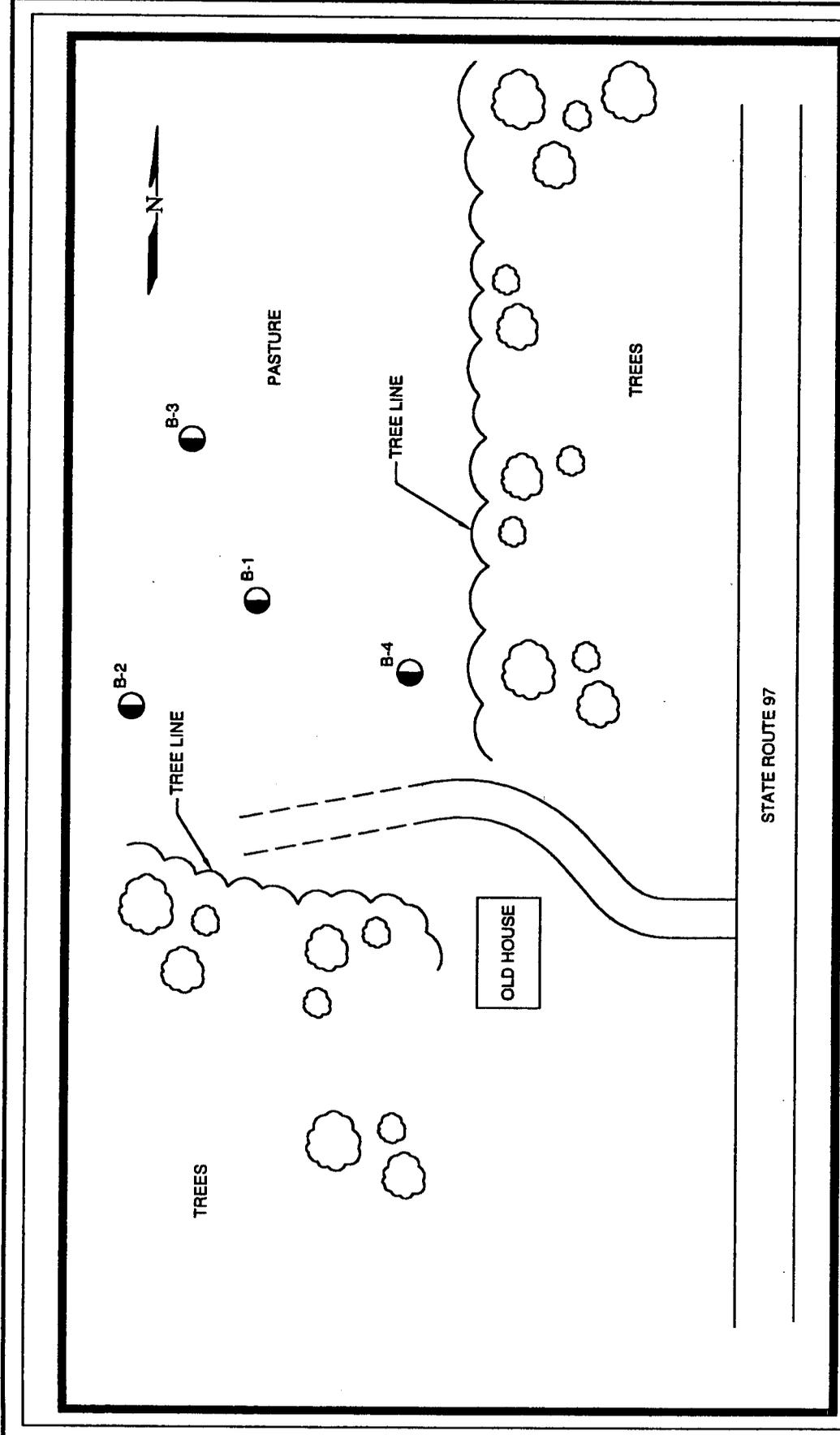


FIGURE 2 : SITE SKETCH

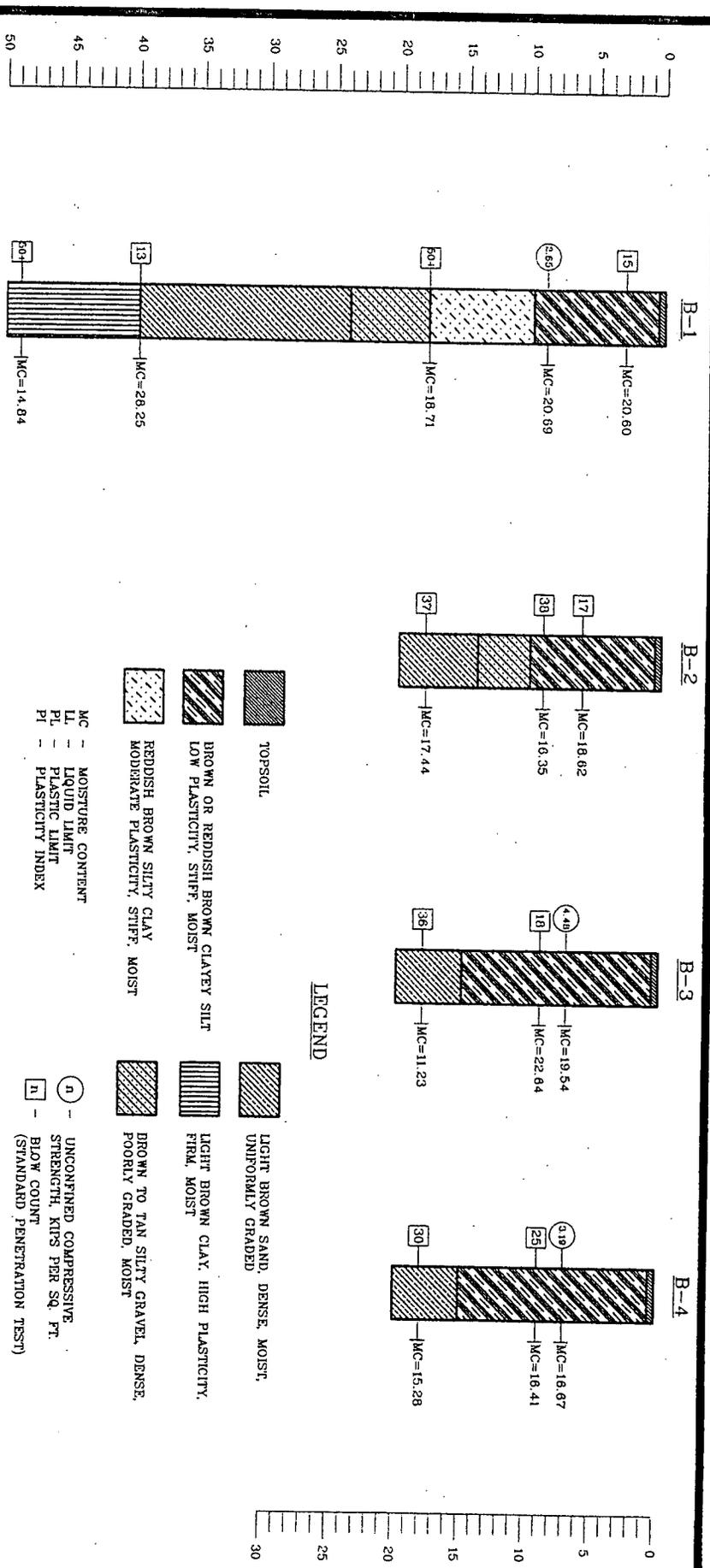
**JOHN B. BOYD PROPERTY**  
**12505 STATE ROUTE 97 SOUTH**  
**FARMINGTON, KENTUCKY**

PROJECT NO: 98332	SCALE: NTS	DRAWN BY: JLG
----------------------	---------------	------------------

**GEOTECH**  
**ENGINEERING & TESTING, INC.**  
**2720 BRIDGE STREET**  
**PADUCAH, KENTUCKY 42003**  
 PH: (502) 443-1995      FAX: (502) 443-1904

**Appendix B**

**Soil Boring Profile Map**



**FIGURE 4: SOIL BORING CROSS SECTIONS**

Proposed GTE Mobilnet Tower  
 State Route 97 South  
 Lynnville, Kentucky

PROJECT NO:  
983328

SCALE:  
AS SHOWN

DRAWN BY:  
JLG

**GEOTECH**

ENGINEERING & TESTING, INC.  
 2720 BRIDGE STREET  
 PADUCAH, KENTUCKY 42003

PH: (502) 443-1995 FAX: (502) 443-1904

**Appendix C**

**Soil Boring Logs**









**Appendix D**

**Laboratory Test Data**

**GEOTECH Engineering & Testing, Inc.**  
**Laboratory Determination of Water Content of Soil and Rock - ASTM D 2216**  
**Proposed GTE Mobilnet Cell Tower - Lynnville, Kentucky**

BORING NO.	B-1	B-1	B-1	B-1	B-2	B-2
SAMPLE DEPTH	6'-8'	18'-20'	38'-40'	48'-56'	6'-8'	8'-10'
CUP NO.	1	2	3	4	5	6
MASS OF CUP + WET SOIL	90.70	73.21	62.14	70.58	67.82	62.35
MASS OF CUP + DRY SOIL	77.78	63.95	51.71	63.38	59.50	55.70
MASS OF CUP	15.07	14.45	14.79	14.87	14.81	15.03
MASS OF DRY SOIL	62.71	49.50	36.92	48.51	44.69	40.67
MASS OF WATER	12.92	9.26	10.43	7.20	8.32	6.65
WATER CONTENT (%)	20.60	18.71	28.25	14.84	18.62	16.35

BORING NO.	B-2	B-3	B-3	B-4	B-4	
SAMPLE DEPTH	18'-20'	8'-10'	18'-20'	8'-10'	18'-20'	
CUP NO.	7	8	9	10	11	
MASS OF CUP + WET SOIL	73.39	67.59	65.26	88.58	75.58	
MASS OF CUP + DRY SOIL	64.67	57.79	60.15	78.18	67.51	
MASS OF CUP	14.67	14.51	14.63	14.80	14.70	
MASS OF DRY SOIL	50.00	43.28	45.52	63.38	52.81	
MASS OF WATER	8.72	9.80	5.11	10.40	8.07	
WATER CONTENT (%)	17.44	22.64	11.23	16.41	15.28	

BORING NO.						
SAMPLE DEPTH						
CUP NO.						
MASS OF CUP + WET SOIL						
MASS OF CUP + DRY SOIL						
MASS OF CUP						
MASS OF DRY SOIL						
MASS OF WATER						
WATER CONTENT (%)						

BORING NO.						
SAMPLE DEPTH						
CUP NO.						
MASS OF CUP + WET SOIL						
MASS OF CUP + DRY SOIL						
MASS OF CUP						
MASS OF DRY SOIL						
MASS OF WATER						
WATER CONTENT (%)						

BORING NO.						
SAMPLE DEPTH						
CUP NO.						
MASS OF CUP + WET SOIL						
MASS OF CUP + DRY SOIL						
MASS OF CUP						
MASS OF DRY SOIL						
MASS OF WATER						
WATER CONTENT (%)						

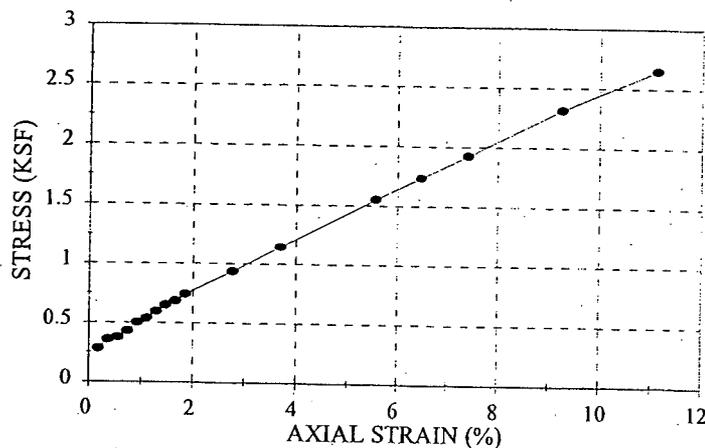
**GEOTECH Engineering & Testing, Inc.**  
**Unconfined Compressive Strength of Cohesive Soil - ASTM D 2166**  
**Proposed GTE Mobilnet Cell Tower - Lynnville, Kentucky**

DATE	11/30/98
BORING NO.	B-1
SAMPLE DEPTH	8' - 10'
SAMPLE DESCRIPTION	Brown Clayey Silt
SPECIMAN DIAMETER (IN.)	2.883
SPECIMAN AREA (SQ. IN.)	6.528
SPECIMAN LENGTH (IN.)	5.397

CUP NO.	36
CUP + WET SOIL	121.42
CUP + DRY SOIL	103.14
CUP	14.79
DRY SOIL	88.35
WATER	18.28
WATER CONTENT (%)	20.69

STRAIN GAUGE	SPECIMAN DEFORMATION (IN.)	VERTICAL STRAIN	VERTICAL STRAIN (%)	PROVING RING DIVISIONS	LOAD (LB.)	CORRECTED AREA (SQ. IN.)	STRESS (PSI)	STRESS (KSF)
10	0.010	0.002	0.2	15	12.840	6.540	1.963	0.283
20	0.020	0.004	0.4	19	16.264	6.552	2.482	0.357
30	0.030	0.006	0.6	20	17.120	6.564	2.608	0.376
40	0.040	0.007	0.7	23	19.688	6.577	2.994	0.431
50	0.050	0.009	0.9	27	23.112	6.589	3.508	0.505
60	0.060	0.011	1.1	29	24.824	6.601	3.760	0.542
70	0.070	0.013	1.3	32	27.392	6.614	4.142	0.596
80	0.080	0.015	1.5	35	29.960	6.626	4.521	0.651
90	0.090	0.017	1.7	37	31.672	6.639	4.771	0.687
100	0.100	0.019	1.9	40	34.240	6.651	5.148	0.741
150	0.150	0.028	2.8	51	43.656	6.715	6.502	0.936
200	0.200	0.037	3.7	63	53.928	6.779	7.955	1.146
300	0.300	0.056	5.6	87	74.472	6.912	10.774	1.551
350	0.350	0.065	6.5	98	83.888	6.981	12.017	1.730
400	0.400	0.074	7.4	110	94.160	7.051	13.355	1.923
500	0.500	0.093	9.3	135	115.560	7.195	16.062	2.313
600	0.600	0.111	11.1	158	135.248	7.345	18.415	2.652

**STRESS vs. STRAIN**



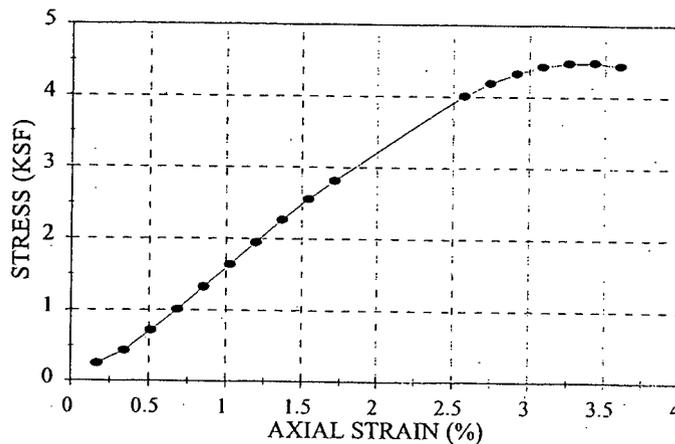
**GEOTECH Engineering & Testing, Inc.**  
**Unconfined Compressive Strength of Cohesive Soil - ASTM D 2166**  
**Proposed GTE Mobilnet Cell Tower - Lynnville, Kentucky**

DATE:	11/30/98
BORING NO.:	B-3
SAMPLE DEPTH:	6' - 8'
SAMPLE DESCRIPTION:	Brown Clayey Silt
SPECIMAN DIAMETER (IN.):	2.889
SPECIMEN AREA (SQ. IN.):	6.557
SPECIMAN LENGTH (IN.):	5.826

CUP NO.:	31
CUP + WET SOIL:	107.94
CUP + DRY SOIL:	92.69
CUP:	14.66
DRY SOIL:	78.03
WATER:	15.25
WATER CONTENT (%):	19.54

STRAIN GAUGE	SPECIMAN DEFORMATION (IN.)	VERTICAL STRAIN	VERTICAL STRAIN (%)	PROVING RING DIVISIONS	LOAD (LB.)	CORRECTED AREA (SQ. IN.)	STRESS (PSI)	STRESS (KSF)
10	0.010	0.002	0.2	13	11.128	6.568	1.694	0.244
20	0.020	0.003	0.3	23	19.688	6.579	2.992	0.431
30	0.030	0.005	0.5	38	32.528	6.591	4.935	0.711
40	0.040	0.007	0.7	54	46.224	6.602	7.001	1.008
50	0.050	0.009	0.9	71	60.776	6.613	9.190	1.323
60	0.060	0.010	1.0	88	75.328	6.625	11.370	1.637
70	0.070	0.012	1.2	105	89.880	6.636	13.543	1.950
80	0.080	0.014	1.4	122	104.432	6.648	15.709	2.262
90	0.090	0.015	1.5	138	118.128	6.660	17.738	2.554
100	0.100	0.017	1.7	152	130.112	6.671	19.504	2.809
150	0.150	0.026	2.6	219	187.464	6.730	27.855	4.011
160	0.160	0.027	2.7	229	196.024	6.742	29.076	4.187
170	0.170	0.029	2.9	237	202.872	6.754	30.038	4.326
180	0.180	0.031	3.1	243	208.008	6.766	30.744	4.427
190	0.190	0.033	3.3	246	210.576	6.778	31.069	4.474
200	0.200	0.034	3.4	247	211.432	6.790	31.140	4.484
210	0.210	0.036	3.6	245	209.720	6.802	30.833	4.440

**STRESS vs. STRAIN**



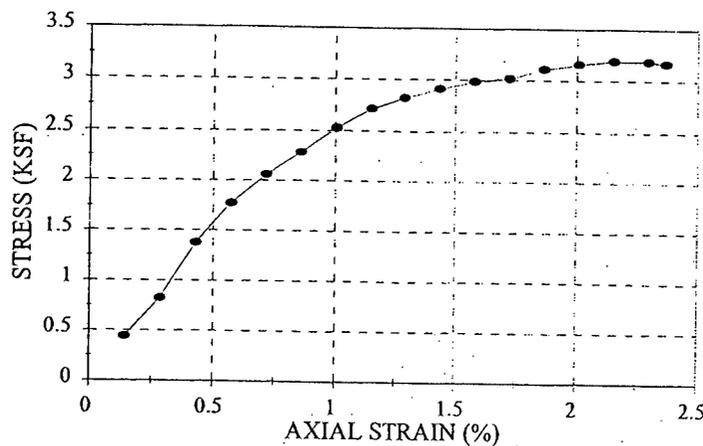
**GEOTECH Engineering & Testing, Inc.**  
**Unconfined Compressive Strength of Cohesive Soil - ASTM D 2166**  
**Proposed GTE Mobilnet Cell Tower - Lynnville, Kentucky**

DATE:	11/30/98
BORING NO.:	B-4
SAMPLE DEPTH:	6' - 8'
SAMPLE DESCRIPTION:	Brown Clayey Silt
SPECIMAN DIAMETER (IN.):	2.860
SPECIMAN AREA (SQ. IN.):	6.423
SPECIMAN LENGTH (IN.):	6.963

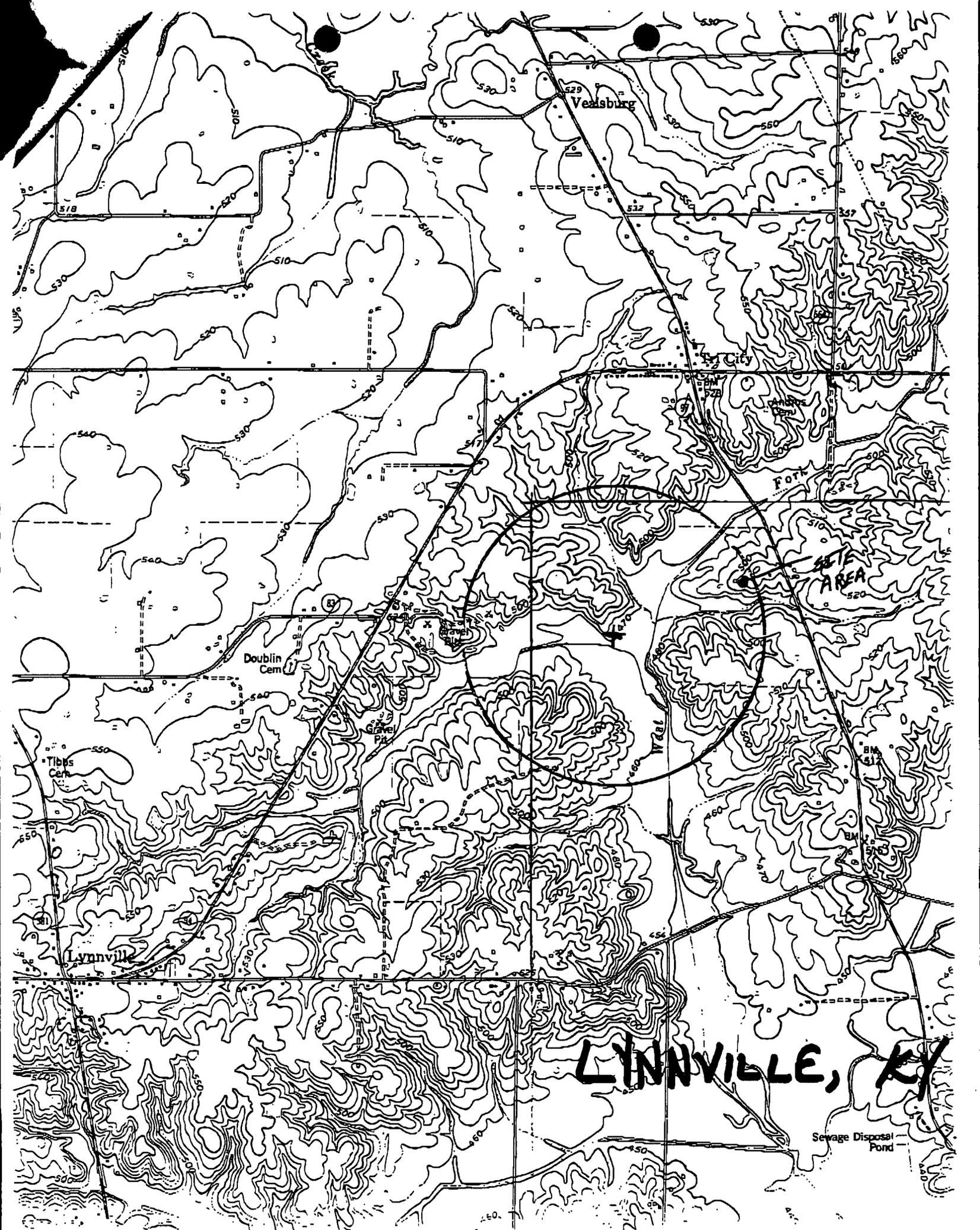
CUP NO.:	32
CUP - WET SOIL:	95.11
CUP - DRY SOIL:	83.64
CUP:	14.83
DRY SOIL:	68.81
WATER:	11.47
WATER CONTENT (%):	16.67

STRAIN GAUGE	SPECIMAN DEFORMATION (IN.)	VERTICAL STRAIN	VERTICAL STRAIN (%)	PROVING RING DIVISIONS	LOAD (LB.)	CORRECTED AREA (SQ. IN.)	STRESS (PSI)	STRESS (KSF)
10	0.010	0.001	0.1	23	19.688	6.432	3.061	0.441
20	0.020	0.003	0.3	43	36.808	6.441	5.714	0.823
30	0.030	0.004	0.4	72	61.632	6.451	9.555	1.376
40	0.040	0.006	0.6	93	79.608	6.460	12.323	1.775
50	0.050	0.007	0.7	108	92.448	6.469	14.290	2.058
60	0.060	0.009	0.9	120	102.720	6.479	15.855	2.283
70	0.070	0.010	1.0	133	113.848	6.488	17.548	2.527
80	0.080	0.011	1.1	143	122.408	6.497	18.840	2.713
90	0.090	0.013	1.3	149	127.544	6.507	19.601	2.823
100	0.100	0.014	1.4	154	131.824	6.516	20.230	2.913
110	0.110	0.016	1.6	158	135.248	6.526	20.725	2.984
120	0.120	0.017	1.7	160	136.960	6.535	20.957	3.018
130	0.130	0.019	1.9	165	141.240	6.545	21.580	3.108
140	0.140	0.020	2.0	168	143.808	6.555	21.940	3.159
150	0.150	0.022	2.2	170	145.520	6.564	22.169	3.192
160	0.160	0.023	2.3	170	145.520	6.574	22.136	3.188
165	0.165	0.024	2.4	169	144.664	6.579	21.990	3.167

**STRESS vs. STRAIN**



D



# LINNVILLE, KY

Sewage Disposal Pond

m

LYNNVILLE  
LYNNVILLE

Federal Aviation Administration  
Southern Region  
Air Traffic Division, ASO-520  
P. O. Box 20636  
Atlanta, GA 30320

ACKNOWLEDGEMENT OF NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

CITY	STATE	LATITUDE/LONGITUDE	MSL	AGL	Alt
TRICITY	KY	36-34-49.20 088-31-45.16	510	300	

KENTUCKY RSA NO.1 PARTNERSHIP  
LEE SICA-REGULATORY-A3REG  
245 PERIMETER CENTER PARKWAY  
ATLANTA, GA 30346

AERONAUTICAL STUDY  
No: 98-ASO-7548-OE

Type Structure: ANTENNA TOWER 880-894 MHz 500 WATTS

2.1; 6.0; 10.0; 18.0 and/or 21.0 GHz, 500 Watts  
The Federal Aviation Administration hereby acknowledges receipt of notice dated 12/04/98 concerning the proposed construction or alteration contained herein.

A study has been conducted under the provisions of Part 77 of the Federal Aviation Regulations to determine whether the proposed construction would be an obstruction to air navigation, whether it should be marked and lighted to enhance safety in air navigation, and whether supplemental notice of start and completion of construction is required to permit timely charting and notification to airmen. The findings of that study are as follows:

The proposed construction would not exceed FAA obstruction standards and would not be a hazard to air navigation. However, the following applies to the construction proposed:

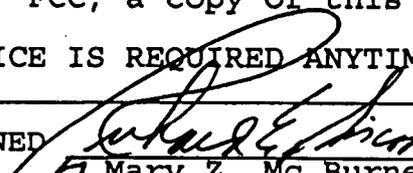
The structure should be obstruction marked and lighted per FA Advisory Circular AC 70/7460-1J, 'Obstruction Marking and Lighting. CHAPTERS: -3 -4 -5 -6 -7 Dual: Medium In -8 -9 -10 -11 -12 -13. White & Red

Supplemental notice is required ~~at least 10 days before the start of construction~~ and within five days after construction reaches its greatest height (use the enclosed FAA form).

This determination expires on 06/18/99 unless application is made, (if subject to the licensing authority of the Federal Communications Commission), to the FCC before that date, or it is otherwise extended, revised or terminated.

If the structure is subject to the licensing authority of the FCC, a copy of this acknowledgement will be sent to that agency.

NOTICE IS REQUIRED ANYTIME THE PROJECT IS ABANDONED OR THE PROPOSAL IS MODI

SIGNED  Specialist, Airspace Branch.

Mary Z. Mc Burney (404) 305-5585 *SD3*  
ISSUED IN: College Park, Georgia ON 12/17/98

71



**Kentucky Airport Zoning Commission**  
125 Holmes Street  
Frankfort, KY 40622

(502) 564-4480  
fax: (502) 564-7933  
No.: AS-042-CEY-98-287

January 29, 1999

**APPROVAL OF APPLICATION**

**APPLICANT:**  
KENTUCKY RSA NO. 1 PARTNERSHIP  
LEE SICA, COORDINATOR - REGULARORY APP  
245 PERIMETER CENTER PARKWAY  
Atlanta, GA 30346

**SUBJECT:** AS-042-CEY-98-287

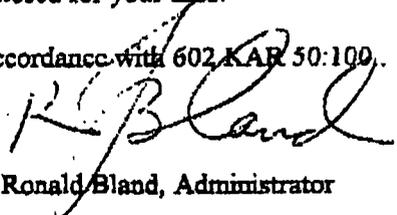
**STRUCTURE:** Antenna Tower  
**LOCATION:** Tricity, KY  
**COORDINATES:** 36°34'49.0"N / 88°31'45.0"W  
**HEIGHT:** 300' AGL/810' AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct (300' AGL/810' AMSL) Antenna Tower near Tricity, KY 36°34'49"N, 88°31'45"W.

This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit.

A copy of the approved application is enclosed for your files.

Dual obstruction lighting is required in accordance with 602 KAR 50:100.

  
Ronald Bland, Administrator



**McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC**

163 WEST SHORT STREET

SUITE 300

LEXINGTON, KENTUCKY 40507-1361

606-231-8780

FACSIMILE 606-231-6518

REAL ESTATE FAX 606-255-9777

WWW.MMLK.COM

WATSON CLAY (1908-1985)  
OSCAR SAMMONS (1908-1985)

MAIN & HARRISON STREETS  
P. O. BOX 347  
GREENUP, KENTUCKY 41144-0347  
606-473-7303  
FACSIMILE 606-473-9003

300 STATE NATIONAL  
BANK BUILDING  
P. O. BOX 1100  
FRANKFORT, KENTUCKY 40602-1100  
502-223-1200  
FACSIMILE 502-227-7385

DIRECTOR OF GOVERNMENTAL RELATIONS  
MIKE HELTON  
STATE NATIONAL BANK BUILDING  
305 ANN STREET  
SUITE 308  
FRANKFORT, KENTUCKY 40601-2847  
502-875-1176  
FACSIMILE 502-226-6234

March 3, 1999

W. TERRY MCBRAYER  
JOHN R. MCGINNIS  
PHILLIP BRUCE LESLIE \*  
WILLIAM D. KIRKLAND  
J. D. ATKINSON, JR.  
JAMES G. AMATO  
GEORGE D. GREGORY \*\*  
BRENT L. CALDWELL  
W. BRENT RICE  
JAMES H. FRAZIER, III +  
STEPHEN C. CAWOOD  
CHRISTOPHER M. HILL  
LISA ENGLISH HINKLE  
WILLIAM R. PALMER, JR.  
BRUCE W. MACDONALD \*  
LUKE BENTLEY III  
STEPHEN G. AMATO  
MARY ESTES HAGGIN  
R. STEPHEN MCGINNIS ++  
JON A. WOODALL  
MARIA S. BUCKLES  
MARGARET M. YOUNG  
JULIE A. COBBLE  
MELINDA G. WILSON  
MARY ELIZABETH CUTTER  
LINDA J. WEST  
JARON P. BLANDFORD

\* ALSO ADMITTED IN OHIO  
\*\* ALSO ADMITTED IN COLORADO  
+ ALSO ADMITTED IN TEXAS & FLORIDA  
++ ALSO ADMITTED IN WEST VIRGINIA

Hon. Tony Smith  
Graves County Judge Executive  
Courthouse  
100 E. Broadway  
Mayfield, KY 42066

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

RE: **Public Notice - Public Service Commission of Kentucky,  
Case No. 99-073 (The Lynnville Cell Facility)**

Dear Judge Smith:

Kentucky RSA No. 1 Partnership has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new cell facility to provide cellular radio telecommunication service. The facility will include a 285' guyed tower with attached antennas extending upwards for a total height of 300' and an equipment shelter to be located approximately one quarter mile southwest of the intersection of Kentucky Highway 97 and Kentucky Highway 94, Lynnville, Graves, Kentucky. A map showing the location of the proposed new cell facility is enclosed. This notice is being sent pursuant to 807 KAR 5:063(1).

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, Post Office Box 615, Frankfort, KY 40602. Please refer to Case No. 99-073 in your correspondence.

Sincerely,



W. Brent Rice  
Counsel for Kentucky RSA  
No. 1 Partnership

WBR/dkw

H

**Exhibit H**

**GTE Wireless**

**Kentucky RSA No. 1 Partnership/Lynville Facility**

**Property Owners within 500' of Proposed Facility**

John B. Boyd  
Elizabeth A. Boyd  
12505-97 South  
Farmington, KY 42040



Site Name: Lynnville  
Site Number: KY - 0336

**OPTION TO LEASE AGREEMENT**

STATE OF KENTUCKY

COUNTY OF GRAVES

**KNOW ALL MEN BY THESE PRESENTS THAT:**

THIS OPTION TO LEASE AGREEMENT is made and entered into by and between KENTUCKY RSA NO. 1 PARTNERSHIP, whose address is 300 McLaws Circle, Suite 201, Williamsburg, Virginia 23185, hereinafter referred to as "Optionee" and JOHN B. BOYD and ELIZABETH A. BOYD, husband and wife, having an address at 12505-97 South, Farmington, Kentucky 42040, hereinafter referred to as "Optionor," whether one or more.

**WITNESSETH:**

**WHEREAS,** Optionor is the owner of fee simple title to certain real property located in the County of Graves, State of Kentucky, as well as the easements, rights of way, and other interests relating thereto more fully described in Exhibit "A" attached hereto and incorporated herein by reference, and hereinafter referred to as "the Property," subject only to those encumbrances set forth in Exhibit "A."

**WHEREAS,** Optionee desires to acquire the right to lease the Property, pursuant to the terms and conditions set forth herein;

**NOW, THEREFORE,** it is agreed as follows:

1. **Option to Lease.** Optionor hereby grants to Optionee the right to lease the Property pursuant to the terms and conditions herein contained. The Lease of the Property which shall be entered into by Optionor and Optionee in the event that Optionee exercises this Option to Lease shall be in form set forth on Exhibit "B" attached hereto and incorporated herein by reference. Optionor represents and warrants that it holds unencumbered fee simple title, except as qualified in Exhibit "A", to the Property, and such warranty is a material inducement to Optionee in its execution thereof. Optionor further represents and warrants that Optionor will not enter into any agreement that would adversely affect Optionee's rights granted hereby.

2. **Term of Option.** The Option to Lease granted hereby shall commence upon the date hereinabove written and shall continue for six (6) months.

3. **Consideration.** This Option to Lease is granted to Optionee for payment in the amount of Five Hundred and No/100 Dollars (\$500.00), of which Five Hundred and No/100 Dollars (\$500.00), of that amount is acknowledged by Optionor to have been received in cash upon execution hereof. The balance, if any of said consideration will be paid within thirty (30) days. All such amounts paid shall be applied toward rent due under the Lease if this Option is exercised.

4. **Renewal of Option to Lease.** This Option to Lease may be renewed by Optionee for a term equal in length to that set forth in Section 2 by payment to Optionor by Optionee, the amount of Five Hundred and No/100 Dollars (\$500.00), prior to the expiration date of the initial term set forth in Section 2 above.

5. **Retention of Consideration.** In the event that Optionee does not exercise this Option to Lease within the term of this Option or any renewal thereof, all amounts paid to Optionor as consideration for this Option shall be retained by Optionor, except and unless Optionee is unable to exercise the Option due to damage, destruction, or taking of the Property which renders Optionee's use impracticable or impossible.

Site Name: Lynnville  
Site Number: KY - 0336

6. Exercise of Option to Lease. In the event that Optionee determines to exercise this Option to Lease, Optionee shall notify Optionor, during the option period or any renewals thereof, in writing, of this determination. Written notices by either party shall be addressed as follows:

To Optionor: JOHN B. BOYD  
ELIZABETH A. BOYD  
12505-97 South  
Farmington, KY 42040  
Phone: (502) 382-3925

To Optionee: KENTUCKY RSA NO. 1 PARTNERSHIP  
300 McLaws Circle, Suite 201  
Williamsburg, VA 23185  
Attn: Property Management  
Phone: (757) 220-5979

7. Zoning or Other Approvals. Optionor hereby covenants that Optionor shall cooperate with Optionee in obtaining any zoning or other governmental approvals or authorizations necessary for Optionee's use of the Property as a part of its cellular radio system. Optionee shall reimburse Optionor for all expenses reasonably incurred by Optionor in any such cooperative efforts.

8. Access and Tests. The Optionor hereby grants to the Optionee and its agents, employees and assigns a license during the period of this Option to enter upon the Property to inspect the Property, cause boundary and topographical surveys to be prepared, and conduct such engineering investigations, including soil tests and any environmental assessments, as the Optionee may require. The Optionee shall pay for any damage caused to the Property as a result of these investigations.

9. Optionee's Access; Audit. Optionor hereby grants Optionee, and Optionee's agents, the right to enter upon the Property at any time prior to the expiration of this Option to make any and all inspections with respect to the condition or quality of the Property, including, without limitation, Optionee's causing a reputable environmental evaluation and/or consulting firm (the "Consultant") selected by Optionee to conduct an environmental inspection and audit of the property (the "Audit"), and to perform a survey of the Property, all at Optionee's sole cost and expense. Optionor shall cooperate with and assist the Consultant in designing the parameters of the Audit and in completing same as soon as practicable.

If the Audit identifies the presence of any condition upon the Property, or upon any adjoining or nearby properties, which, in Optionee's opinion, presents an unacceptable risk of liability or loss to Optionee or should otherwise be remedied, Optionee shall have the right to rescind its exercise of this Option and to terminate the resulting agreement by giving Optionor notice of such termination within thirty (30) days after its receipt of a copy of the Audit and the estimate of the Consultant as to the remedial costs. Thereafter, neither of the parties hereto shall be liable to the other hereunder and this Agreement shall be null and void.

10. Recording of Memorandum of Option. Optionee may record a memorandum of this Option with the Graves County Recorder. If necessary to enable a memorandum of this Option to be recorded, Optionor shall deliver to Optionee a legal description more particularly describing the Property, if none is attached hereto, and Optionee may attach such description to the memorandum as Exhibit "A."

Site Name: Lynnville  
Site Number: KY - 0336

11. Entire Agreement. This instrument contains the entire Agreement between the parties hereto relating to the Property, and supersedes all prior agreements whether written or oral. This Option to Lease may only be modified, and any waiver of the terms hereof shall only be effective, if contained in a written instrument executed by both parties with the same formalities of this Option.

Site Name: Lynnville  
Site Number: KY - 0336

IN WITNESS WHEREOF, the parties hereto have executed this Option to Lease Agreement on this 16 day of NOVEMBER, 1998

**OPTIONOR:**

John B. Boyd  
JOHN B. BOYD  
407-62-3808  
S.S.#

Elizabeth A. Boyd  
ELIZABETH A. BOYD  
401-88-0353  
S.S.#

**OPTIONEE:**

KENTUCKY RSA NO. 1 PARTNERSHIP

By: GTE Wireless of the South Incorporated,  
General Partner

By: Mark E. Crumpton  
Daniel S. Mead

Its: President - Midwest Area  
Acting

Site Name: Lynnville  
Site Number: KY - 0336

ACKNOWLEDGMENT

STATE OF KENTUCKY )  
 ) SS.  
COUNTY OF GRAVES )

BEFORE ME, the undersigned authority, on this day personally appeared JOHN B. BOYD and ELIZABETH A. BOYD known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and seal of office this 16<sup>th</sup> day of November, 1998

Ann M Mathis  
Notary Public  
(printed) Ann M Mathis

(SEAL)

My Commission Expires: 8-4-99

Resident of Graves County

ACKNOWLEDGMENT

STATE OF Ohio )  
 ) SS.  
COUNTY OF Cuyahoga )

Mark C. Courynton

Acting

BEFORE ME, the undersigned authority, on this day personally appeared ~~Daniel S. Mead~~, President - Midwest Area of GTE Wireless of the South Incorporated, General Partner of Kentucky RSA No. 1 Partnership, and acknowledged to me that he being duly authorized, signed the forgoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein stated and in the capacity therein stated.

Given under my hand and seal of office this 14 day of December, 1998

Allen J Zullo  
Notary Public  
(printed) Allen J. Zullo

(SEAL)

My Commission Expires: NOTARIAL PUBLIC STATE OF OHIO  
Allen J. Zullo  
My Commission Expires: 12/31/99

Resident of Cuyahoga County

**Site Name: Lynnville**  
**Site Number: KY - 0336**

**EXHIBIT A**

A 100' x 100' lease area with guy anchor, access, and utility easements located in Parcel 35 of map 142 in Graves County, Kentucky.

*This description of the Property is Preliminary and subject to change upon completion of a Registered Survey. Optionee will provide, at Optionee's own expense, a surveyed legal description of the Property, which description will be attached hereto upon completion and approval of Optionor.*

Site Name: Lynnville  
Site Number: KY - 0336

**EXHIBIT B**

**LAND LEASE AGREEMENT**

**STATE OF KENTUCKY**

**COUNTY OF GRAVES**

**KNOWN ALL MEN BY THESE PRESENTS THAT:**

This Land Lease Agreement, hereinafter referred to as "Lease," is made and entered into this 16 day of NOVEMBER 1998, between JOHN B. BOYD and ELIZABETH A. BOYD, husband and wife, having an address at 12505-97 South, Farmington, Kentucky 42040, hereinafter referred to as "Landlord," and KENTUCKY RSA NO. 1 PARTNERSHIP, with offices at 300 McLaws Circle, Suite 201, Williamsburg, Virginia 23185, hereinafter referred to as "Tenant".

**WITNESSETH:**

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the following described lands, hereinafter referred to as "Leased Premises" situated in Graves County, State of Kentucky, and more particularly described on Exhibit A attached hereto and made a part hereof.

2. **Use.** Landlord hereby grants permission to Tenant to occupy the Leased Premises to install, construct and operate a transmission tower, and radio and microwave communications equipment. Such equipment shall include, but not be limited to, an equipment building and emergency gasoline, butane, diesel or other fuel powered generator on the Leased Premises at a location suitable for Tenant's needs as determined by Tenant in its sole discretion. Said building will house additional equipment necessary for Tenant's communication operations and the emergency generator will be used at Tenant's option, but in most cases only in the event of a power failure. For the purposes of this Lease, the transmission tower and all of Tenant's equipment, building, generator, cables, wires, antennas and microwave dishes and accessories shall hereinafter collectively be referred to as "Communications Equipment" or "Communications Center."

3. **Term.** The primary term of this Lease shall be for five (5) years (the "Primary Term"), and shall commence on the day (the "Commencement Date") Tenant obtains the Local Permits (as hereinafter defined) and terminates on the day before the fifth (5th) anniversary of the Commencement Date subject to extensions as set forth in Section 5 below commencement date:

4. **Rent.** Tenant shall pay Landlord at the address designated in Section 9 of this Lease, as prepaid rent, an amount equal to \_\_\_\_\_ on the Commencement Date. Tenant shall pay as rental for the Leased Premises, during the Primary Term, at the address designated in Section 9, an amount equal to \_\_\_\_\_, annually, all in advance on the anniversary of the Commencement Date. In the event this Lease is extended beyond the Primary Term, as hereinafter provided, the yearly rental rate shall be adjusted in accordance with Section 5 below.

5. **Extensions.** Tenant shall have the option to extend this Lease by a series of five (5) additional terms ("Renewal Term") of five (5) years each so long as it has complied with the terms and conditions of the Lease and is not in default hereunder. Tenant shall give written notice to Landlord of its intention to extend during the last six (6) months of the Primary Term or any extension thereof, as the case may be, but in no event shall such notice be less than thirty (30) days prior to the expiration of any such term. If Tenant fails to notify Landlord of any renewal option that Tenant has the right to exercise hereunder prior to the required time, its option(s) to renew or extend shall

Site Name: Lynnville

Site Number: KY - 0336

nevertheless remain in full force and effect for a period of thirty (30) days after receipt of written notice from Landlord subsequent to the required time setting forth the expiration date of this Lease and advising Tenant that notice of renewal has not been received. In the event Tenant exercises options to extend this Lease, rentals for the first additional term shall be \_\_\_\_\_ per year, rentals for the second additional term shall be \_\_\_\_\_ per year, rentals for the third additional term shall be \_\_\_\_\_ year, rentals for the fourth additional term shall be \_\_\_\_\_ per year, rentals for the fifth additional term shall be \_\_\_\_\_ per year.

6. **Holding Over.** If Tenant should remain in possession of the Leased Premises after the expiration of the Primary Term or any Renewal Term of this Lease, without the exercise of an option or the execution by Landlord and Tenant of a new lease, then Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this Lease and at a monthly rental of one and one-fourth (1.25) the per month rental then provided hereby.

7. **Access.** Tenant is hereby given and granted the right-of-way of ingress and egress over and across the Leased Premises and other lands owned by Landlord as may be required for the purpose of erection, installation, maintenance and removal of such Communications Equipment and other necessary appurtenances and for access for telephone lines and power lines in connection with its cellular, radio and microwave Communications Center. Such right-of-way of ingress and egress shall be over existing roads, parking lots or over other roads that may be established by Tenant hereafter. An additional legally described access easement not less than 15 feet or more than 30 feet wide is defined and attached hereto as Exhibit "B". Any new access road constructed by Tenant to the Leased Premises shall be for Tenant's use. Tenant shall have the right but not the obligation to improve any access easement either by grading, graveling or paving it.

In the event it is not practicable, in Tenant's opinion or in the opinion of any applicable Utility Company, to use the access easement for the providing of utilities to the Leased Premises, Landlord agrees to grant to Tenant or to such Utility Companies as Tenant shall designate, an easement or easements for such utilities as Tenant deems necessary to serve the Leased Premises (whether singular or plural, the "Utility Easement"). Landlord shall advise Tenant of any Utility Company requesting an easement over and across the Leased Premises. The Utility Easement shall be for the installation and maintenance (whether by Tenant or by its designated Utility Company) under and/or above the ground from the point of connection with the Utility Company's distribution network to Tenant's building located on the Leased Premises. The Utility Easement shall be sufficiently wide for the providing of the applicable utilities to the Leased Premises, but in no event wider than 30 feet. Furthermore, it is understood that Tenant and the Utility Company providing services to Tenant shall have access to all areas of the Leased Premises and other lands or rights-of-way owned by Landlord as necessary for installation, maintenance and/or repair of such services.

8. **Utilities at Tenant's Cost.** Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Leased Premises. Tenant shall have an electrical current meter installed at the Leased Premises, and the cost of such meter and of installation, maintenance and repair thereof shall be paid for by the Tenant.

Site Name: Lynnville  
Site Number: KY - 0336

9. Notice. Any notice shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows:

**Landlord:**  
JOHN B. BOYD  
ELIZABETH A. BOYD  
12505-97 South  
Farmington, KY 42040  
Phone: (502) 382-3925

**Tenant:**  
KENTUCKY RSA NO. 1 PARTNERSHIP  
300 McLaws Circle, Suite 201  
Williamsburg, VA 23185  
Attn: Property Management  
Phone: (757) 220-5979

With a copy to:

GTE Wireless  
245 Perimeter Center Parkway  
Atlanta, GA 30346  
Attn: Real Estate Counsel

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

10. Liability and Indemnity. Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence or willful misconduct of Tenant or Tenant's agents, employees or contractors occurring during the Primary Term or any Renewal Term of this Lease in or about the Leased Premises. Landlord agrees to indemnify and save Tenant harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence or willful misconduct of Landlord or Landlord's agents, employees, contractors or other tenants of Landlord occurring during the Primary Term or any Renewal Term of this Lease.

11. Environmental Laws. Landlord hereby makes the following representations and warranties to Tenant, for the benefit of Tenant:

(a) Landlord has obtained all permits, licenses and other authorizations, if any, which are required under Environmental Laws, as defined below, and Landlord is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, notifications, schedules and timetables contained in the Environmental Laws;

(b) Landlord is not aware of, and has not received notice of, the disposal or release or presence of Hazardous Substances, as defined below, on the Leased Premises, the Access Easement, the Utility Easement, or any property owned by Landlord that is adjoining or adjacent to the Leased Premises; the Access Easement, or the Utility Easement, or of any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance on the part of Landlord in any material respect with any Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, lien, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Substance;

Site Name: Lynnville

Site Number: KY - 0336

(c) The Leased Premises, the Access Easement, the Utility Easement and all property owned by Landlord that is adjoining or adjacent to the Leased Premises, the Access Easement or the Utility Easement are free from Hazardous Substances; and

(d) There is not pending, to the best of Landlord's knowledge, threatened against Landlord, and Landlord knows of no facts or circumstances that might give rise to, any civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, environmental lien, investigation, or proceeding relating in any way to Environmental Laws.

As used herein the following terms shall have the following meanings:

"Environmental Laws" shall mean all federal, state, and local laws relating to pollution or protection of the environment, including, without any limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 et seq., and laws relating to emissions, discharges, releases or threatened releases of any Hazardous Substance into the environment (including without limitation ambient air, surface water, ground water or land), or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances and any and all regulations, codes, standards, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder.

"Hazardous Substances" shall mean any pollutant, contaminant, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law, including, without limiting the generality of the foregoing, asbestos, PCBs, petroleum products (including crude oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas) or any other substance defined as a "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "hazardous material," "hazardous chemical," "hazardous waste," "regulated substance," "toxic chemical," "toxic substance," or other similar term in any Environmental Law.

If during the Initial Term or any Extended Term it is determined that the Leased Premises, the Access Easement, the Utility Easement or Landlord's Property in which the Leased Premises, the Access Easement or the Utility Easement form a part is contaminated with Hazardous Substances, Tenant shall have the right, in addition to other rights and remedies, to terminate this Lease upon thirty (30) days written notice to Landlord.

**12. Termination.** In addition to other rights of termination Tenant may have under this Lease, Tenant shall have the right to terminate this Lease at any time upon any of the following events:

- (a) Upon providing Landlord six (6) months prior written notice.
- (b) If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Equipment cannot be obtained, or is revoked or if Tenant in its sole discretion determines the cost of obtaining such approval is prohibitive.
- (c) If Tenant determines that the property is not appropriate for locating its Communications Equipment for technological reasons, including, but not limited to, signal interference.
- (d) If the Leased Premises is damaged or destroyed to the extent, in Tenant's sole discretion, it is not practicable for Tenant to use or rebuild.

Site Name: Lynnville  
Site Number: KY - 0336

Tenant will give Landlord thirty (30) days prior written notice of termination of this Lease under the terms of subparagraphs (b) and (c) of this Section 12. Upon termination, neither party will owe any further obligation under the terms of this Lease except for Tenant's responsibility of removing all of its Communications Equipment from the Leased Premises and restoring the areas occupied by Tenant to as near as practicable, to its original condition, save and except normal wear and tear, damage due to casualty and acts beyond Tenant's control.

**13. Defaults and Remedies.** Notwithstanding anything in this Lease to the contrary, Tenant shall not be in default under this Lease until thirty (30) days after receipt of written notice thereof from Landlord, provided, however, that if any such default cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in default under the Lease if Tenant commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

In the event of Tenant's default as provided above, Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals, and any other damages to which the Landlord may be entitled. Should Landlord be entitled to collect rentals or damages and be forced to do so through its attorney, or by other legal procedures, Landlord shall, upon receipt of a favorable ruling, be entitled to its reasonable costs and attorney fees thereby incurred upon said collection. Landlord shall be obligated to mitigate its damages notwithstanding its rights and remedies hereunder and/or at law.

If Landlord defaults in the observance or performance of any material term or covenant in this Lease, and does not cure said default within thirty (30) days after receipt of written notice from Tenant, or within twenty-four (24) hours after a reasonable attempt (under the circumstances) by Tenant to contact Landlord if the default relates to a bona fide emergency, Tenant shall have the right (in addition to, and without limitation of, such other rights as Tenant may have at law or in equity), but shall not be obligated to, remedy such default. All sums expended or obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant upon demand, and if Landlord fails to reimburse Tenant promptly, Tenant shall have the right, in addition to any other right or remedy that Tenant may have under this Lease, at law or in equity, to set-off or deduct such amount from subsequent installments of rent and/or other amounts from which time to time become due to Landlord.

**14. Taxes.** Tenant shall pay annually an amount equal to any increase in real estate taxes that may be attributable to any improvement to the Leased Premises made by the Tenant which increases the assessed valuation of the Leased Premises. In doing so, if such tax is paid by Landlord, Tenant shall reimburse Landlord for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Tenant's prorata share thereof based upon the amount of the assessed valuation of the improvements to the Leased Premises made by Tenant. Landlord shall take all reasonable measures to minimize real estate taxes. Tenant shall not be responsible for any interest, penalty or late charges caused by Landlord's failure to pay real estate taxes in a timely manner. Upon written request by Tenant, Landlord shall furnish evidence of payment of all taxes. Tenant may, in connection with providing protection against the filing of tax liens against the Leased Premises, as required by applicable law, contest in good faith the legality or validity of any increase in taxes attributable to Tenant's improvements, and Landlord shall assist Tenant if Tenant elects to contest such tax increase. In the event the taxes are decreased as a result of Tenant's contest, Tenant shall receive a full benefit of such reduction in taxes either by refund from the taxing authority or by Landlord, if Tenant has previously reimbursed Landlord for the amount of such tax.

**15. Insurance.** Tenant shall, at its expense, maintain during the Initial Term and any Extended Term(s), comprehensive general liability and property liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for damage to or destruction of property in any one occurrence. Landlord shall be named as an additional insured, as its interest may appear, and the policies shall contain cross liability endorsements. Tenant may carry said insurance under a blanket policy. Insurance required hereunder

Site Name: Lynnville  
Site Number: KY - 0336

shall be maintained by insurance companies rated A or better by "Best's Insurance Guide." Tenant shall deliver to Landlord, upon request, certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days prior written notice to Landlord.

Tenant shall have the right to fulfill its insurance obligation under this paragraph pursuant to self-insurance, provided that Tenant shall have satisfied all requirements of any applicable law, regulation or direction relating to self insurance. If Tenant elects self insurance, Tenant shall provide Landlord with a letter of self insurance at any time within thirty (30) days after Landlord's request therefore.

16. Tests. Tenant is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises is suitable for construction of a cellular radio and microwave Communications Center prior to commencement and throughout the term of this Lease and the terms of Section 10 shall apply.

17. Preferential Right To Purchase. NA

18. Fixtures. Landlord covenants and agrees that no part of the improvements constructed, erected or placed by Tenant on the Leased Premises or other real property owned by Landlord shall be or become, or be considered as being, affixed to or a part of Landlord's real property and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Landlord to covenant and agree that all improvements of every kind and nature constructed, erected or placed by Tenant on the Leased Premises or other real property owned by Landlord shall be and remain the property of the Tenant which Tenant may replace or remove from the Leased Premises at any time.

19. Assignment and Subletting. Tenant may not assign, transfer, sublet or otherwise encumber all or any part of the Leased Premises without the prior consent of the Landlord, which consent shall not be unreasonably withheld, delayed or denied. Notwithstanding the foregoing, Tenant shall have the right to assign and sublet the Leased Premises without the prior consent of the Landlord to any entity which is licensed by the FCC to operate a wireless communications business; or which controls, is controlled by, or is under common control with Tenant; or to any entity resulting from the merger or consolidation with Tenant; or to any partnership in which Tenant, the general partner of Tenant, or any entity which controls, is controlled by, or is under common control with the Tenant as the general partner; or to any person or entity which acquires substantially all of Tenant's assets, provided that such assignee assumes in full all of Tenant's obligations under this Lease.

20. Memorandum of Lease. Following the execution of this Lease, Tenant, at its sole expense, shall have the right to file the Memorandum of Lease of record in the County where the Leased Premises is located.

21. Other Conditions.

(a) Landlord acknowledges that following the execution of this Lease, Tenant will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits and other governmental permits and approvals necessary for the construction, operation and maintenance of the Communications Center and related antennas, cables, conduits, wires and electronic and other equipment on the Leased Premises ("Local Permits"). Landlord agrees to fully cooperate with Tenant in obtaining the Local Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connection with the Local Permits.

(b) Whenever under the Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

Site Name: Lynnville  
Site Number: KY - 0336

(c) Landlord covenants that the Tenant shall, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Leased Premises during the Primary Term or any Renewal Term of this Lease or as it may be extended without hindrance, ejection, or molestation by the Landlord, any person or persons claiming by, through or under the Landlord or any other tenant of the Landlord.

(d) Landlord covenants and agrees that, at all times by, through or during the continuance of this Lease, Tenant shall have the right to mortgage or convey by deed of trust or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this Lease or the Tenant's right, title and interest in and to improvements hereinafter constructed, erected or placed on the Leased Premises by Tenant, provided always that no such mortgage, conveyance or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the right of the Landlord, as provided herein.

In the event that Tenant agrees that this Lease shall be subordinate to any mortgage or deed of trust that constitutes a lien on the Leased Premises, not later than thirty (30) days after the execution of this Lease, Landlord shall deliver to Tenant a nondisturbance agreement whereby any mortgagees or lienholders agree not to disturb Tenant's possession so long as Tenant is not in default of its obligations hereunder and so long as the period for remedying such default shall not have expired. Subsequent to the date of this Lease, Landlord shall execute no mortgage or other lien or encumbrance upon the Leased Premises without first obtaining a comparable nondisturbance agreement for such mortgagee or lienholder.

(e) During the continuance of this Lease, and in exercising the rights, powers, privileges and immunities provided hereunder, Tenant shall fence in only that portion of the Leased Premises as, in Tenant's sole determination, is reasonably needed for its improvements and for the proper and efficient operation of said Communications Equipment. In most cases Tenant will only fence reasonable areas around Tenant's building, transmission tower and each individual guy post (if a guyed tower is utilized). Landlord shall not prohibit Tenant's access to the Leased Premises or be entitled to use such portion so fenced, for any purposes. Landlord further agrees to indemnify and save Tenant harmless from all claims arising or alleged to arise from any act or omission of Landlord or Landlord's agents, employees or contractors or other tenants of Landlord within such portion of the Leased Premises not fenced in.

(f) In the event that any government or public body shall take all or such part of the Leased Premises thereby making it physically or financially infeasible for the Leased Premises to be used in the manner it was intended to be used by this Lease, Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. However, if only a portion of the Leased Premises is taken, and Tenant does not elect to terminate this Lease under this provision, then rent payments provided under the Lease shall be abated proportionally as to the portion taken which is not then usable by Tenant and this Lease shall continue.

(g) During the Primary Term or any Renewal Term of this Lease, Landlord will not grant a similar lease to any other party if such grant would in any way, in Tenant's opinion, adversely affect or interfere with Tenant's use of its Communications Equipment. In the event of any interference, Landlord shall take all steps necessary to correct and eliminate same within a reasonable period of time. If Landlord is unable to eliminate the interference within a reasonable period of time, Landlord shall be obligated to remove subsequent tenants' antenna(s) from Landlord's property.

(h) The terms of this Lease remain contingent upon clearance by Landlord of all liens, encumbrances and exceptions to property title existing as of the date of Lease execution. Landlord will be advised in writing by Tenant at the conclusion of its title investigation of any liens, encumbrances and exceptions which cannot be disposed of to Tenant's satisfaction. Rental payments shall not commence on the Leased Premises until title exceptions are investigated and determined acceptable to Tenant in its sole discretion.

Site Name: Lynnville

Site Number: KY - 0336

22. **Entire Agreement and Binding Effect.** This Lease and any attached exhibits signed or initialed by the parties constitute the entire agreement between Landlord and Tenant; no prior written or contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this instrument shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

Site Name: Lynnville  
Site Number: KY - 0336

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the date and year first above written.

Witnesses:

LANDLORD:  
John B. Boyd  
JOHN B. BOYD  
407-62-3808  
S.S.#

Elizabeth A. Boyd  
ELIZABETH A. BOYD  
401-88-0353  
S.S.#

TENANT:

KENTUCKY RSA NO. 1 PARTNERSHIP

By: GTE Wireless of the South Incorporated,  
General Partner

By: Mark C. Crompton  
Daniel S. Mead Mark C. Crompton

Its: President - Midwest Area

Acting

Site Name: Lynnville  
Site Number: KY - 0336

ACKNOWLEDGMENT

STATE OF KENTUCKY )  
 ) SS.  
COUNTY OF GRAVES )

BEFORE ME, the undersigned authority, on this day personally appeared JOHN B. BOYD and ELIZABETH A. BOYD known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and seal of office this 16th day of November, 1998

Ann M. Mathis  
Notary Public  
(printed) ANN M Mathis  
Resident of Graves County  
My Commission Expires 8-4-99

(SEAL)

ACKNOWLEDGMENT

STATE OF Ohio )  
 ) SS.  
COUNTY OF Cuyahoga )

MARK C. CAHATAN

Acting

BEFORE ME, the undersigned authority, on this day personally appeared Daniel S. Mead, President - Midwest Area of GTE Wireless of the South Incorporated, General Partner of Kentucky RSA No. 1 Partnership, and acknowledged to me that he being duly authorized, signed the forgoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein stated and in the capacity therein stated.

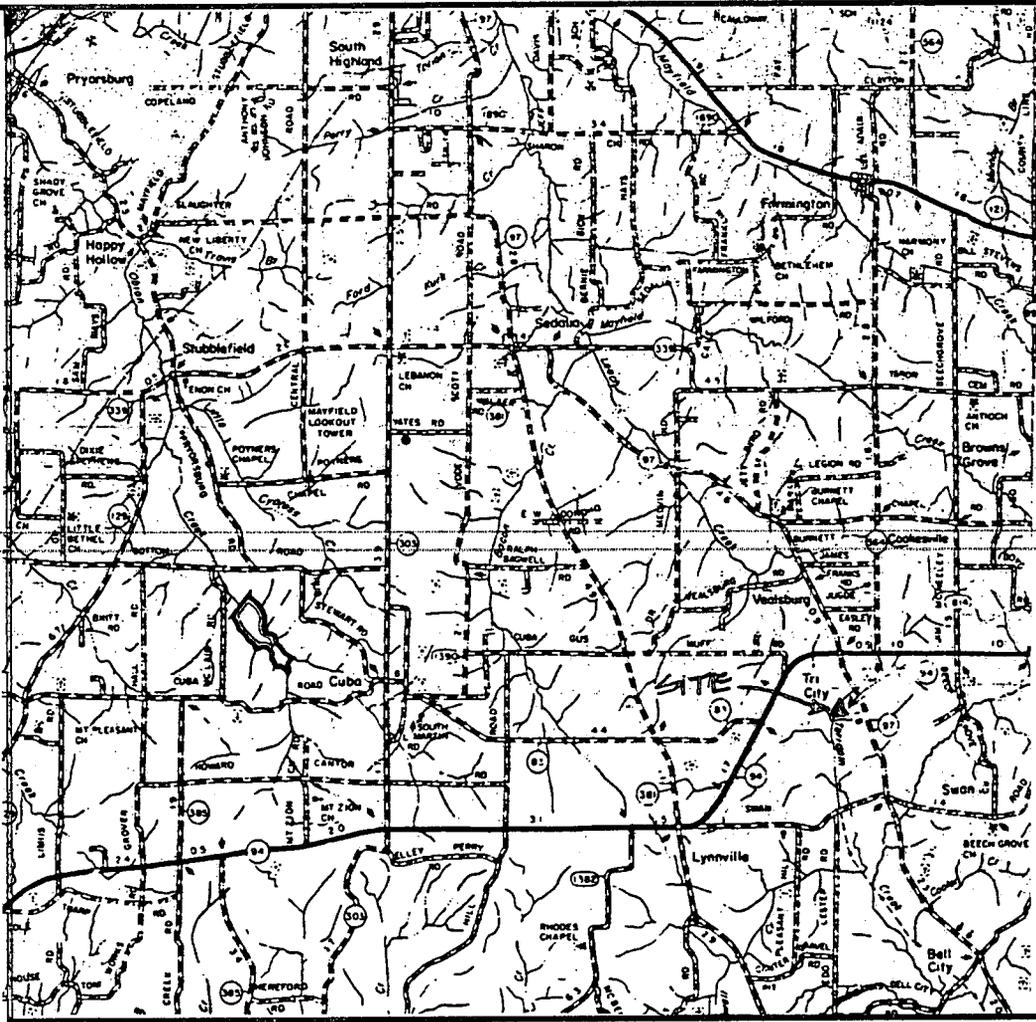
Given under my hand and seal of office this 17 day of December, 1998

Allen J. Zullo  
Notary Public  
(printed) ALLEN J. ZULLO  
Resident of Cuyahoga County  
My Commission Expires 12-31-01

(SEAL)

ALLEN J. ZULLO  
NOTARY PUBLIC  
Resident of Cuyahoga County  
My Commission Expires 12-31-01

(KY. SOUTH ZONE)



VICINITY MAP  
(SCALE 1"=2000')

LEGEND

- ⊙ ——— OHE ——— POWER POLE W/OVERHEAD ELECTRIC
- EDGE OF GRAVEL
- CONTOURS
- LEASE LINE
- BREAKLINE

STATE RC  
2353

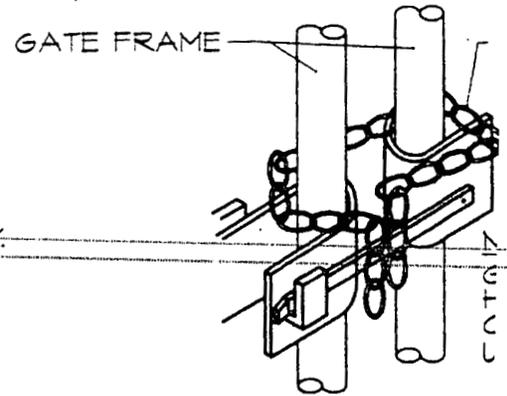
NOTICE TO CONTRACTOR

**CALL UNDERGROUND UTILITY  
PROTECTION SERVICE  
TWO DAYS BEFORE YOU DIG**

Call Monday thru Friday - 7 am. to 6 pm.

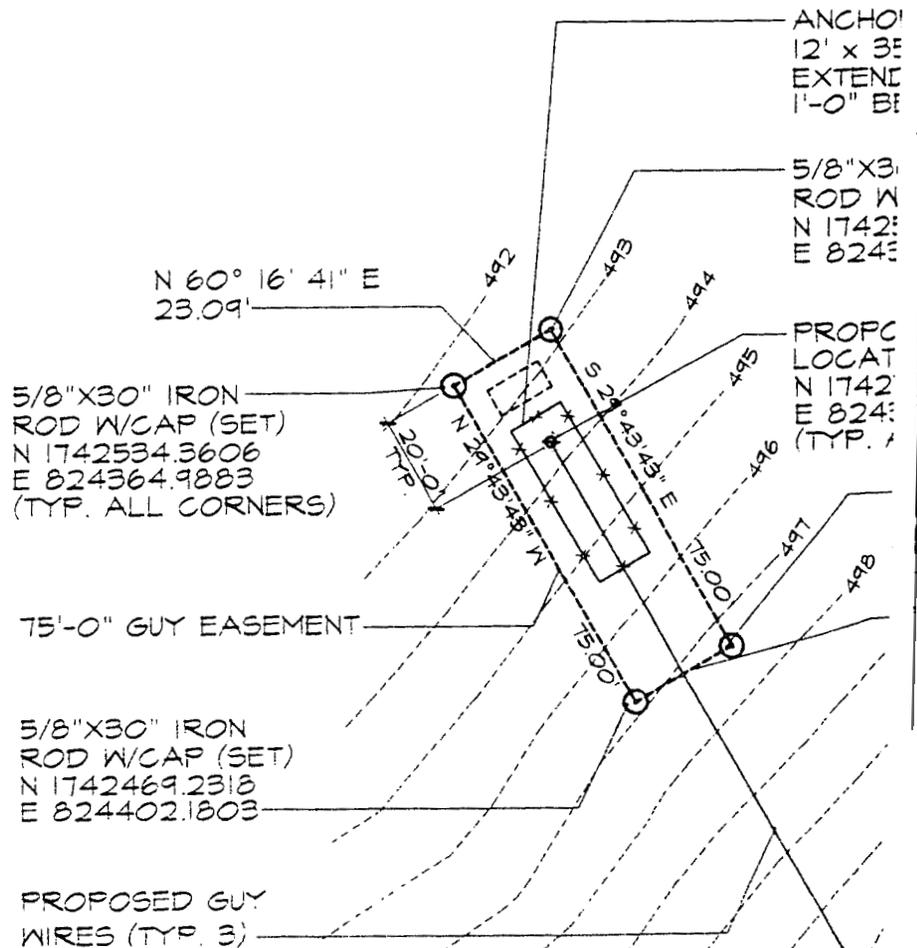
**1-800-428-5200**

*PER KENTUCKY STATE LAW, IT IS  
AGAINST THE LAW TO EXCAVATE WITHOUT  
NOTIFYING THE UNDERGROUND LOCATION SERVICE  
TWO (2) WORKING DAYS BEFORE COMMENCING WORK.*



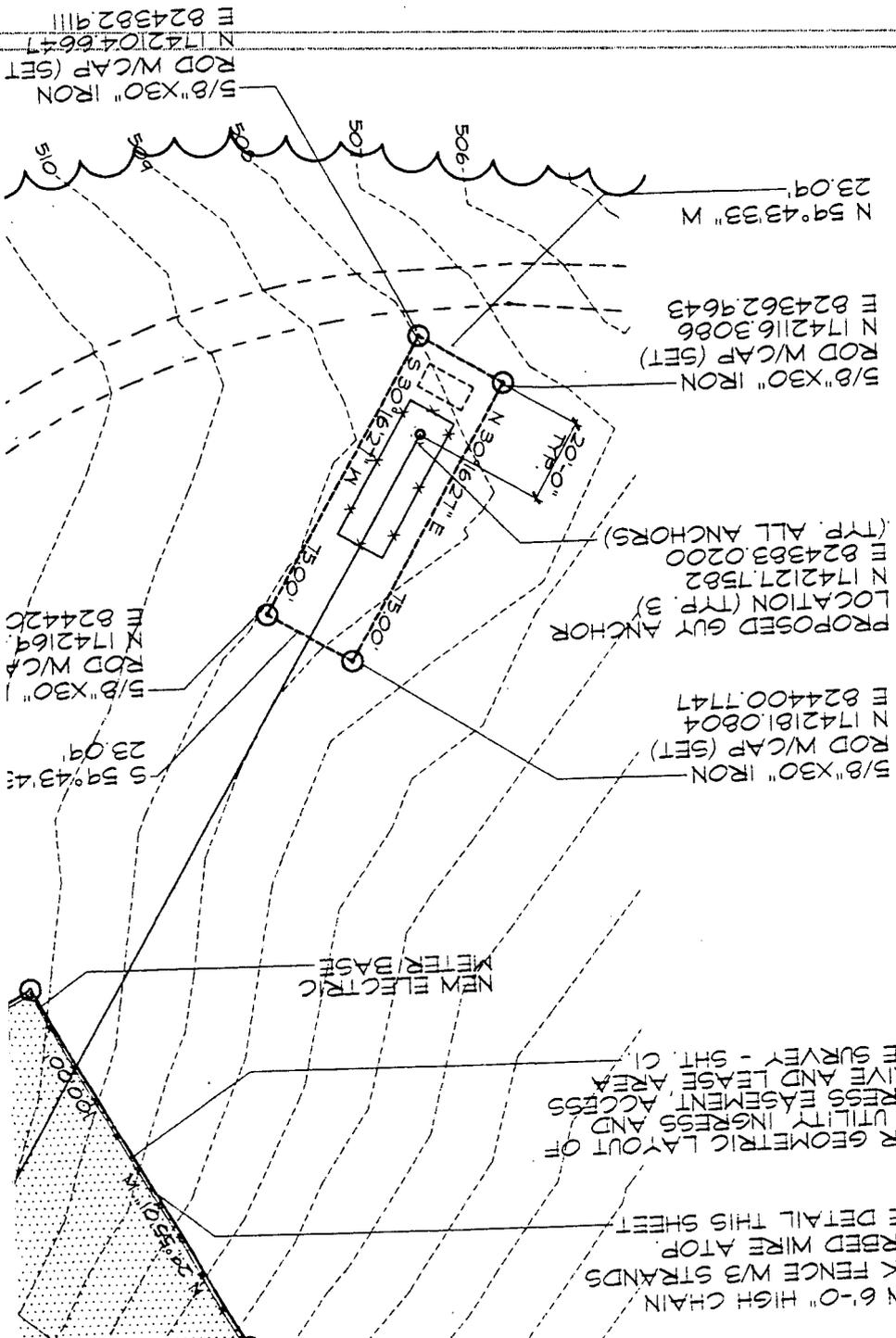
**GATE LATCH**

NOT TO SCALE



ALL ELEVATIONS AND TOPOGRAPHIC INFORMATION WERE TAKEN FROM A SURVEY SUPPLIED TO GPD ASSOCIATES BY SCI SURVEYORS, INC. THIS INFORMATION AND DOES NOT WARRANT ANY INFORMATION SUPPLIED BY OTHERS.

**NOTE:**



FOR GEOMETRIC LAYOUT OF OF UTILITY INGRESS AND EGRESS EASEMENT, ACCESS DRIVE AND LEASE AREA SEE SURVEY - SHT. CI.

SEE DETAIL THIS SHEET BARBED WIRE ATOP NEW 6'-0" HIGH CHAIN LINK FENCE W/3 STRANDS

NEW ELECTRIC METER BASE

PROPOSED GUY ANCHOR LOCATION (TYP. 3)

5/8" X 30" IRON ROD W/CAP (SET)  
N 1742181.0804  
E 824400.7747

5/8" X 30" IRON ROD W/CAP (SET)  
N 1742116.3086  
E 824362.9643

N 59° 43' 33" W  
23.09'

5/8" X 30" IRON ROD W/CAP (SET)  
N 1742169.1742169  
E 824420

5/8" X 30" IRON ROD W/CAP (SET)  
N 1742104.6647  
E 824382.9111

# GENERAL FENCING NOTES

1. BOTTOM OF CONCRETE BASE SHALL BE SET BELOW FROST LINE (SEE LOCAL CODE). CONCRETE BASE IS RECOMMENDED MINIMUM. WHERE SOIL BEARING CAPACITY IS LESS THAN 2000 PSF, INCREASE CONCRETE SURROUNDING FENCE POST BY 8". PROVIDE CONCRETE WITH A 28 DAY STRENGTH OF 3000 PSI (MIN.).
2. PROVIDE A DIAGONAL BRACE ROD AND TURN BUCKLE, AS SHOWN, ON BOTH SIDES OF THE GATE.
3. ALL PIPE SHALL BE SCHEDULE 40.
4. SEED DISTURBED AREAS 3 POUNDS/1000 SQ. FT. KY 31 FESCUE.

98076.06



**GPD ASSOCIATES**

**ENGINEERS ARCHITECTS PLANNERS**

2647 Waterfront Parkway, Suite 150  
 Indianapolis, Indiana 46214  
 317-299-2996 FAX 317-293-1331



*David B. Granger*



**WIRELESS INC.**

02 23 99

ATLANTA, GEORGIA 30346

245 PERIMETER CENTER PARKWAY

PROJECT TITLE:

**LYNNVILLE CELL SITE  
 FARMINGTON, KENTUCKY**

DESIGN BY: **TTP**

**SITE PLAN**

DRAWN BY: **TTP**

CHECKED BY: **KR**

**BOYD LEASE AREA**

SHEET No. **C2**  
 OF

DATE: **12-1-98**

SCALE: **AS\_NOTED**

WORK ORDER No.

CGSA

REVISIONS:

APPROVALS:

SUBJECT:

DATE:

MGR. LAND & BLDGS.

DIRECTOR - OPERATIONS

DIRECTOR - NETWORK SERVICE

GENERAL MANAGER

PRESIDENT

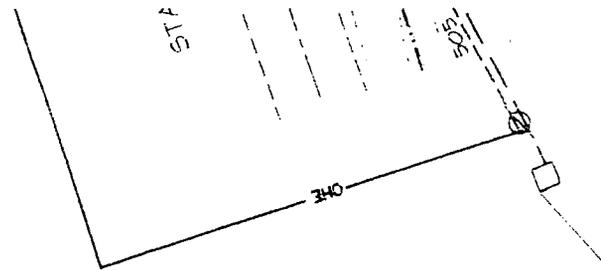
NAY,  
 RPKWAY



AC

- REMOVE TOPSOIL 1'-0" DEEP
- SPREAD AND COMPACT (INDUST. NO. 1 GRADESTONE)
- 10" SLAG OR LIMESTONE
- SPREAD AND COMPACT
- 2" OF AGGREGATE BASE
- SPREAD AND COMPACT
- 22% ANNUAL RYE GRASS
- 18% CREEPING RYE GRASS
- 60% KENTUCKY BLUE GRASS
- SEED 1000 LBS PER ACRE
- SEED DISTURBED AREAS
- REGRADE DRIVE AND COMPACT 2" OF NO. 57 AGGREGATE LIMESTONE (AFTER INSTALLATION OF TOWER AND BUILDING)

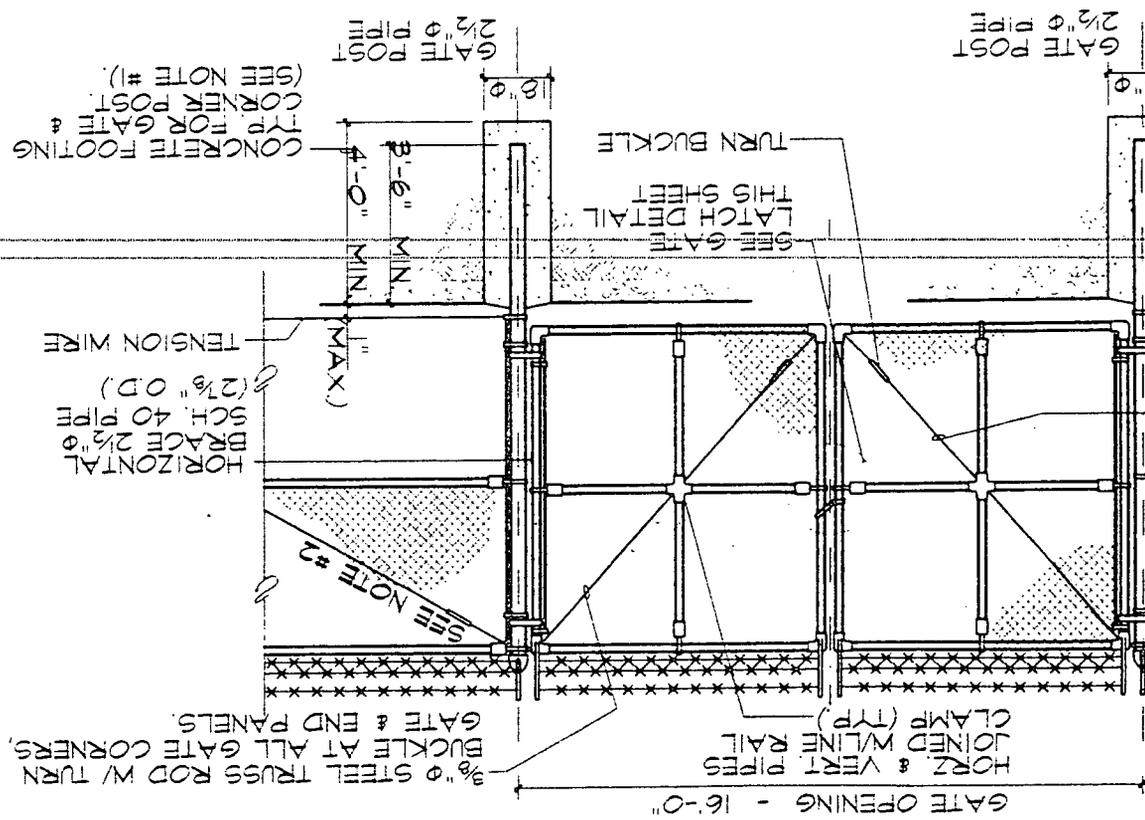
STRING TELEPHONE  
DESTAL - VERIFY  
CANYON W/ WEST  
MUCKY RURAL  
LEPHONE



**DOUBLE SWING GATE DETAIL**

SCALE: 1/4" = 1'-0"

- TREAT SUBGRADE
- M/WEED
- ERADICATOR
- GROUND STABILIZATION
- FABRIC



- 3 12.5 FT
- 4 7.5 FT
- 5 5 FT
- 6 0
- 7 LINE 1
- 8 @ 10'

GATE OPENING - 16'-0"

HORIZ & VERT PIPES JOINED W/ LINE RAIL CLAMP (TYP)

3/4" Ø STEEL TRUSS ROD W/ TURN BUCKLE AT ALL GATE CORNERS, GATE & END PANELS.

SEE NOTE #2

HORIZONTAL BRACE 2 1/2" Ø (2 1/2" Ø D)

TENSION WIRE

CONCRETE FOOTING TYP FOR GATE & CORNER POST (SEE NOTE #1)

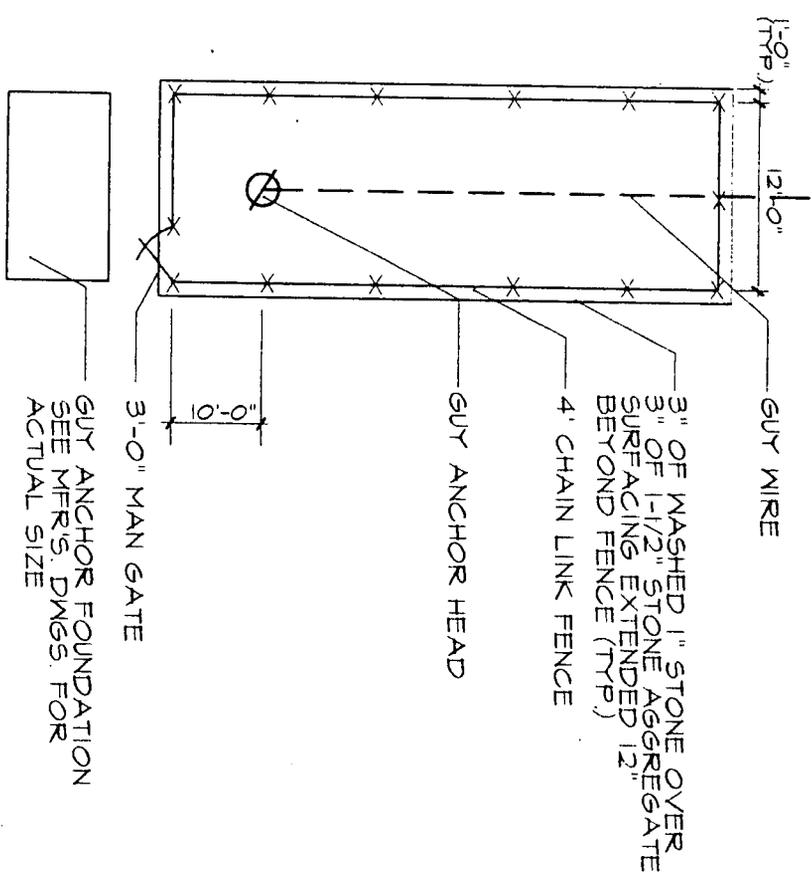
TURN BUCKLE

SEE GATE LATCH DETAIL THIS SHEET

GATE POST 2 1/2" Ø PIPE

CE  
K

NEED



NOT TO SCALE

# TYPICAL ANCHOR FENCING

GUY ANCHOR FOUNDATION  
SEE MFR'S. DWGS. FOR  
ACTUAL SIZE

3'-0" MAN GATE

GUY ANCHOR HEAD

3" OF WASHED 1" STONE OVER  
3" OF 1-1/2" STONE AGGREGATE  
SURFACING EXTENDED 12"  
BEYOND FENCE (TYP.)

1 1/4"  $\phi$  TOP RAIL  
SCH. 40 PIPE  
(1 3/8" O.D.)

DIAG. BRACE  
ROD (TYP. EACH  
GATE LEAF)

FINISH  
GRADE

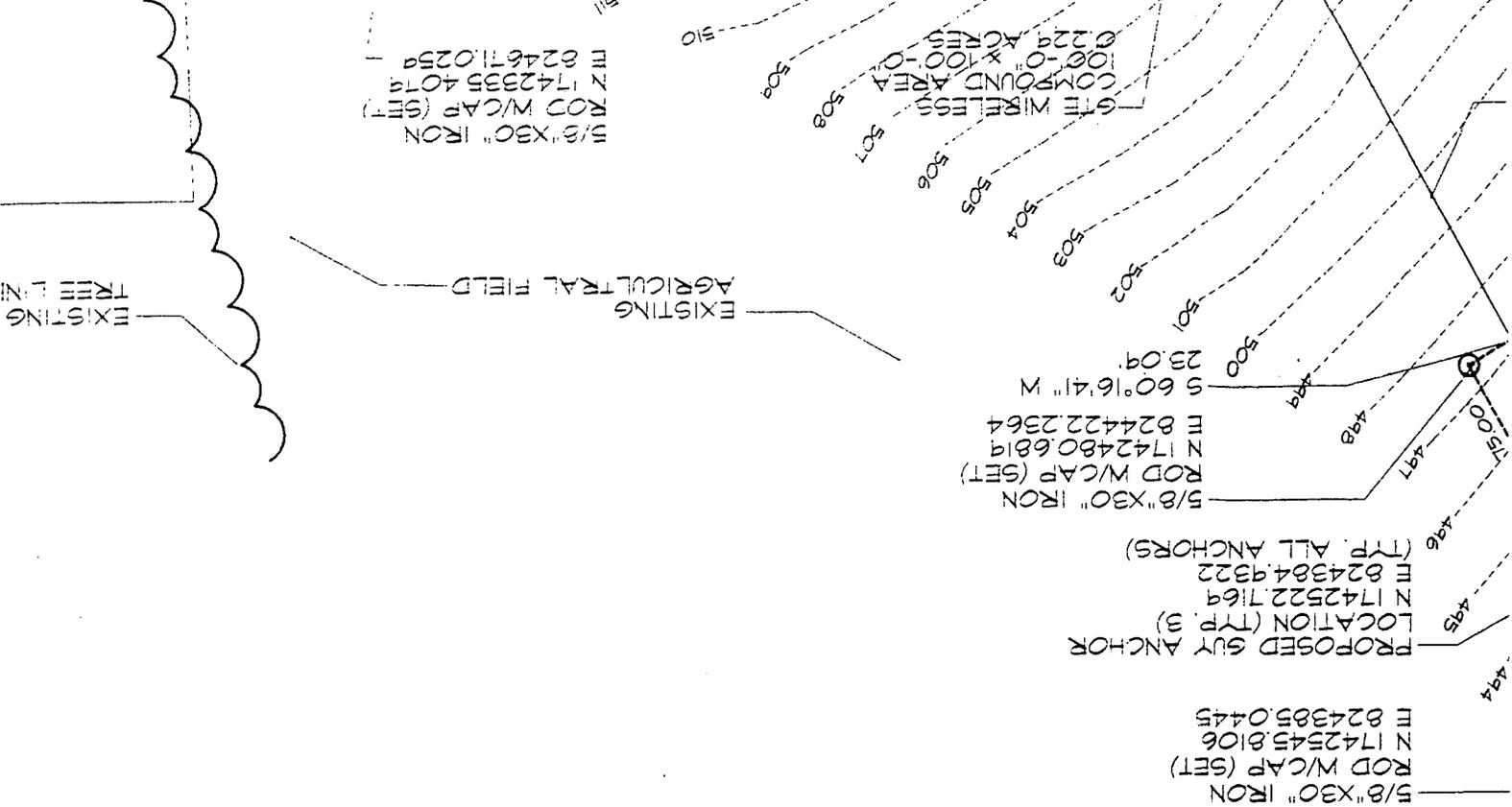
1 1/2"  $\phi$   
GATE POST  
2 1/2"  $\phi$  PIPE

GATE OPENING -  
HORZ & VERT PIPE  
JOINED W/ LINE RA  
CLAMP (TYP.)

SEE  
LAT.  
THIS  
TURF

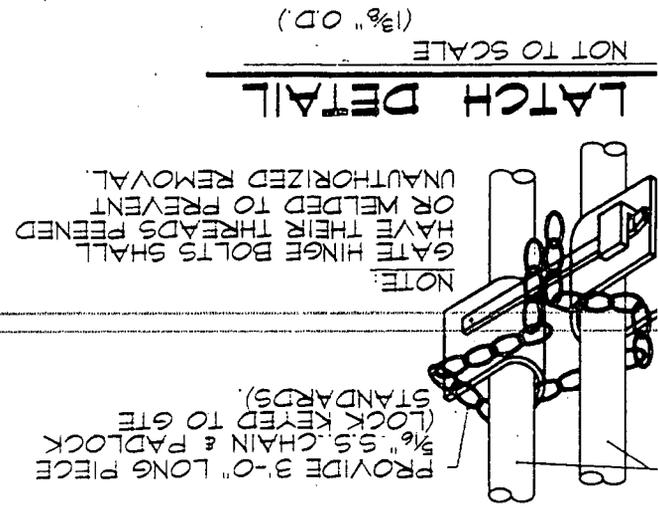
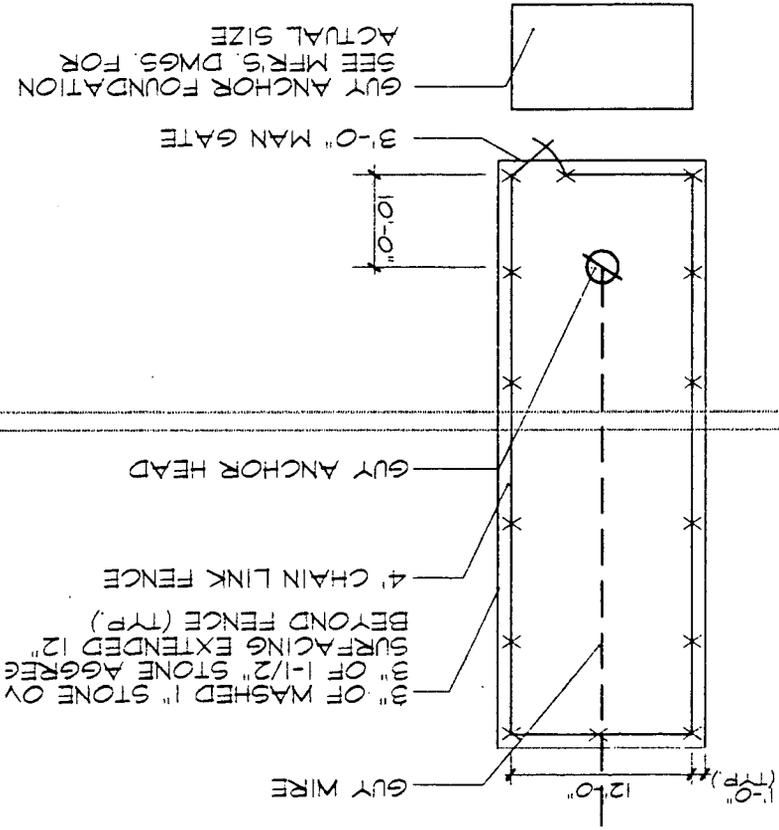
# DOUBLE SWING G

SCALE: 1/4" =



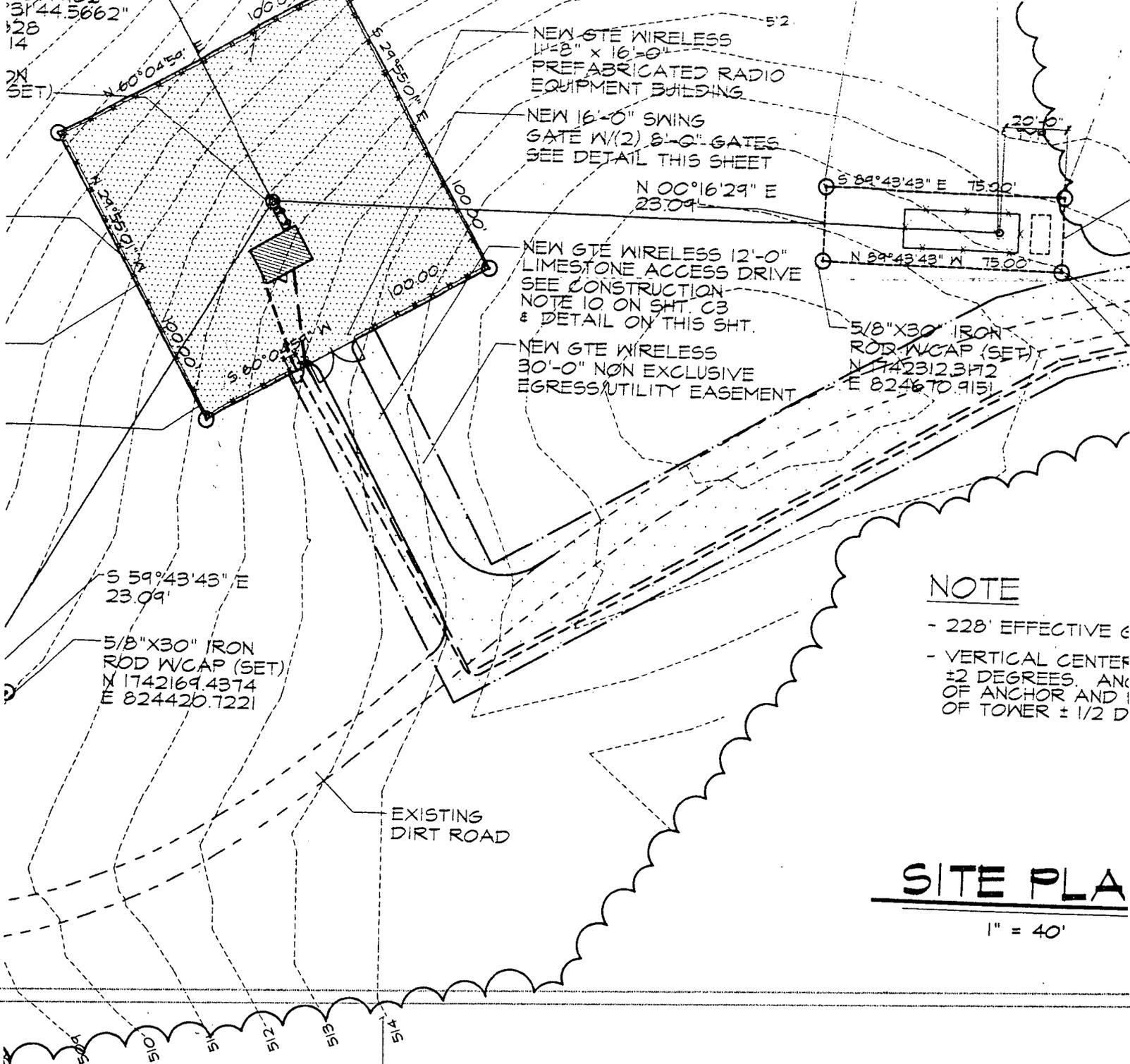
ANCHOR HEAD FENCING  
12' X 35' TYP. (3)  
EXTEND STONE SURFACE  
1'-0" BEYOND FENCE AREA (TYP.)  
NOT TO SCALE

TYPICAL ANCHOR FENCING  
NOT TO SCALE



37'44.5662"  
28  
14

(SET)



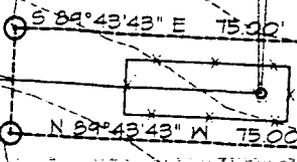
NEW GTE WIRELESS  
12'-0" x 16'-0"  
PREFABRICATED RADIO  
EQUIPMENT BUILDING

NEW 16'-0" SWING  
GATE W/ (2) 8'-0" GATES  
SEE DETAIL THIS SHEET

N 00° 16' 29" E  
23.09'

NEW GTE WIRELESS 12'-0"  
LIMESTONE ACCESS DRIVE  
SEE CONSTRUCTION  
NOTE 10 ON SHT. C3  
& DETAIL ON THIS SHT.

NEW GTE WIRELESS  
30'-0" NON EXCLUSIVE  
EGRESS/UTILITY EASEMENT



5/8" X 30" IRON  
ROD W/CAP (SET)  
N 1742312.372  
E 824670.9151

S 59° 43' 43" E  
23.09'

5/8" X 30" IRON  
ROD W/CAP (SET)  
N 1742169.4374  
E 824420.7221

EXISTING  
DIRT ROAD

### NOTE

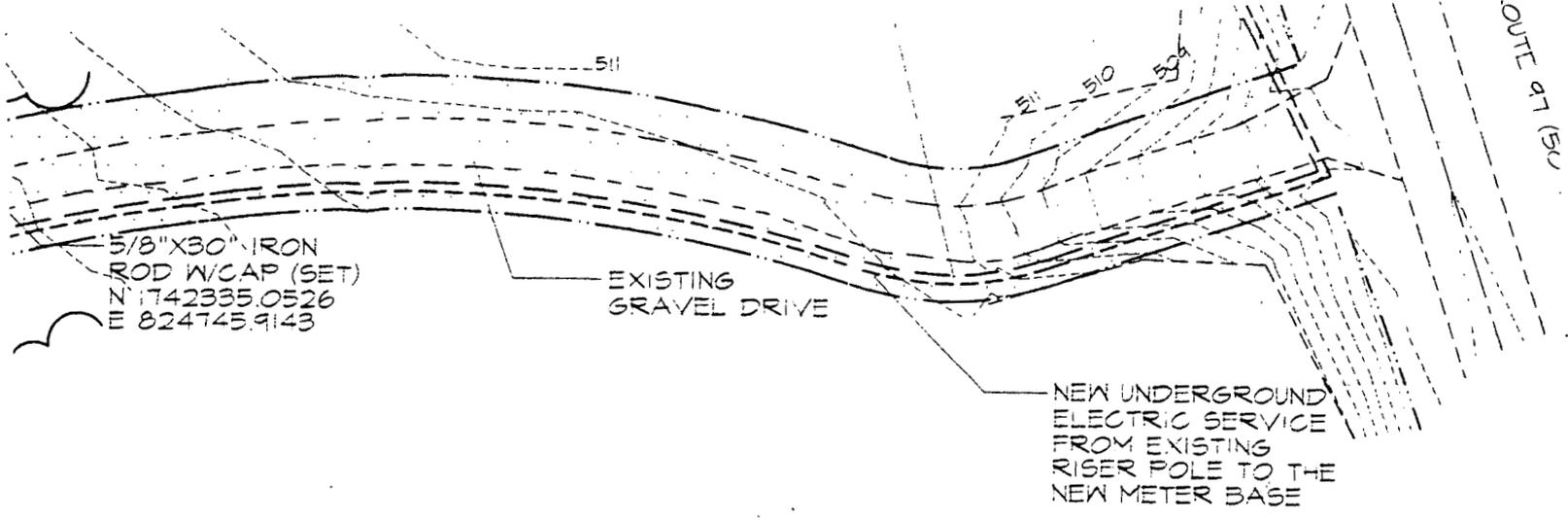
- 228' EFFECTIVE C
- VERTICAL CENTER ±2 DEGREES, ANGLE OF ANCHOR AND 1 OF TOWER ± 1/2 D

## SITE PLAN

1" = 40'

5/8" X 30" IRON  
ROD W/CAP (SET)  
N 1742104.6647  
E 824382.9111

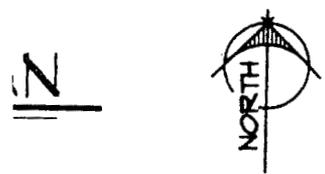
EXISTING  
TREE LINE



GUY LENGTH BASED ON LEVEL GROUND.  
 PLUMB LINE OF ANCHOR HEAD MUST BE PLUMB  
 ANCHOR RODS MUST BE STRAIGHT, CENTERLINE  
 RODS MUST BE IN LINE WITH CENTERLINE  
 90 DEGREE (ALL ANCHORS).

### LEGEND

⊗	HUB
○	IRON PIPE
⊙	RE-BAR
△	MONUMENT FOUND
▲	MONUMENT SET
⬇	BENCHMARK
---	LEASE LINE
- - - -	SETBACK LINE
— — — —	CENTERLINE
- * - * - * - * - * - * -	NEW FENCE LINE
- - - -	BREAKLINE
— ⊗ —	POWER POLE W/OVERHEAD EL
- - - -	EDGE OF EXISTING GRAVEL DRIVE
— — — —	EDGE OF NEW GRAVEL DRIVE
- - - -	CONTOURS
- . - . - . - . - . - . -	ACCESS EASEMENT LINE
[ ]	LEASE AREA
[ ]	ACCESS EASEMENT
[ ]	NEW PREFABRICATED BUILDING



### DIRECTIONS TO SITE

FROM INDIANAPOLIS, TAKE I-70 WEST TO TERRE HAUTE  
 GO SOUTH ON SR-41 TO EVANSVILLE, WHICH WILL TURN LEFT  
 CONTINUE SOUTH ON WESTERN KENTUCKY PARKWAY & LEFT  
 GO TO THE TOWN OF MAYFIELD. THEN SOUTH ON SR-97  
 CONTINUE SOUTH ON SR-97 PAST TRI CITY TO MAILBOX  
 TURN RIGHT AT EXISTING APPROACH.

### NOTE:

GTE WIRELESS SHALL VERIFY WITH THE CITY OF  
 LYNNVILLE THAT THIS PROPOSED LOCATION  
 AND ALL SITE IMPROVEMENTS WILL BE IN COMPLIANCE  
 WITH ALL CURRENT ZONING AND PLANNING CODES.

# GENERAL FENCING NOTES

1. BOTTOM OF CONCRETE BASE SHALL BE SET BELOW FROST LINE (SEE LOCAL CODES). CONCRETE BASE IS RECOMMENDED MINIMUM. WHERE SOIL BEARING CAPACITY IS LESS THAN 2000 PSF, INCREASE CONCRETE SURROUNDING FENCE POST BY PROVIDE CONCRETE WITH A 28 DAY STRENGTH OF 3000 PSI (MIN.).
2. PROVIDE A DIAGONAL BRACE ROD AND TURN BUCKLE, AS SHOWN, ON BOTH SIDES OF THE GATE.
3. ALL PIPE SHALL BE SCHEDULE 40.
4. SEED DISTURBED AREAS 3 POUNDS/1000 SQ. FT. KY 31 FESCUE.



**GPD ASSOCIATES**

**ENGINEERS ARCHITECTS PLANNERS**  
 2647 Waterfront Parkway, Suite 150  
 Indianapolis, Indiana 46214  
 317-299-2996 FAX 317-293-1331



**WIRELESS INC.**

245 PERIMETER CENTER PARKWAY

*David B. Granger*  
 02 23 99  
 ATLANTA, GEORGIA

PROJECT TITLE:

**LYNNVILLE CELL SITE  
 FARMINGTON, KENTUCKY**

DESIGN BY:

TTP

DRAWN BY:

TTP

CHECKED BY:

KR

**SITE PLAN**

DATE:

12-1-98

**BOYD LEASE AREA**

SHEET

SCALE:

AS NOTED

WORK ORDER No.

CGSA

**C2**

REVISIONS:

APPROVALS:

SUBJECT:

DATE:

MGR. LAND & BLDGS.

DIRECTOR - OPER

DIRECTOR - NETWORK SERVICE

GENERAL MANAGER

PRESIDENT

YRILE PARKWAY,  
 RCHASE PARKWAY  
 TY.  
 RIGHT

**McBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC**

163 WEST SHORT STREET

SUITE 300

LEXINGTON, KENTUCKY 40507-1361

606-231-8780

FACSIMILE 606-231-6518

REAL ESTATE FAX 606-255-9777

WWW.MMLK.COM

W. TERRY MCBRAYER  
JOHN R. MCGINNIS  
PHILLIP BRUCE LESLIE \*  
WILLIAM D. KIRKLAND  
J. D. ATKINSON, JR.  
JAMES G. AMATO  
GEORGE D. GREGORY \*\*  
BRENT L. CALDWELL  
W. BRENT RICE  
JAMES H. FRAZIER, III +  
STEPHEN C. CAWOOD  
CHRISTOPHER M. HILL  
LISA ENGLISH HINKLE  
WILLIAM R. PALMER, JR.  
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LUKE BENTLEY III  
STEPHEN G. AMATO  
MARY ESTES HAGGIN  
R. STEPHEN MCGINNIS \*\*  
JON A. WOODALL  
MARIA S. BUCKLES  
MARGARET M. YOUNG  
JULIE A. COBBLE  
MELINDA G. WILSON  
MARY ELIZABETH CUTTER  
LINDA J. WEST  
JARON P. BLANDFORD

\* ALSO ADMITTED IN OHIO

\*\* ALSO ADMITTED IN COLORADO

+ ALSO ADMITTED IN TEXAS & FLORIDA

\*\* ALSO ADMITTED IN WEST VIRGINIA

WATSON CLAY (1908-1985)  
OSCAR SAMMONS (1908-1985)

MAIN & HARRISON STREETS  
P. O. BOX 347  
GREENUP, KENTUCKY 41144-0347  
606-473-7303  
FACSIMILE 606-473-9003

300 STATE NATIONAL  
BANK BUILDING  
P. O. BOX 1100  
FRANKFORT, KENTUCKY 40602-1100  
502-223-1200  
FACSIMILE 502-227-7385

DIRECTOR OF GOVERNMENTAL RELATIONS  
MIKE HELTON  
STATE NATIONAL BANK BUILDING  
305 ANN STREET  
SUITE 308  
FRANKFORT, KENTUCKY 40601-2847  
502-875-1176  
FACSIMILE 502-226-6234

March 3, 1999

RECEIVED

MAR - 4 1999

PUBLIC SERVICE  
COMMISSION

Ms. Stephanie Bell  
Secretary of the Commission  
Kentucky Public Service Commission  
P.O. Box 615  
730 Schenkel Lane  
Frankfort, KY 40601

RE: Case Number 99-073

Dear Ms. Bell:

This letter is to follow up my request for a case number on March 3, 1999. The application is on behalf of Kentucky RSA No. 1 Partnership, for a cell site located approximately one quarter mile southwest of the intersection of Kentucky Highway 97 and Kentucky Highway 94, Lynnville, Graves County Kentucky. I was given Case Number 99-073. We intend to file the application no later than March 5, 1999. If there are any questions, you may contact the undersigned at our Lexington office (606)231-8780). Thank you for your attention to this matter.

Sincerely,



W. Brent Rice

WBR/dkw